



**TENDER FOR “HIRING OF NITROGEN PUMPING  
SERVICES FOR THE BLOCK CB-ONN-2010/8 CAMBAY  
BASIN, GUJARAT, INDIA”**

**TENDER NO: 1000279657**

**e-Tender System Id. 24112**



Bharat PetroResources Limited.  
(A wholly owned subsidiary of Bharat Petroleum Corporation Ltd.,)



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## PART - 1

### SPECIFIC INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

25.04.2017

**Subject: Tender for “Hiring of Nitrogen Pumping Services for the Block CB-ONN-2010/8 Cambay Basin, Gujarat, India”**

Bharat Petro Resources Limited (BPRL), a wholly owned upstream subsidiary of Bharat Petroleum Corporation Ltd. (BPCL), invites e-bids from eligible bidders for hiring of Nitrogen Pumping Services for the Block CB-ONN-2010/8 Cambay Basin, Gujarat, India.

1. This tender document consists of the following annexure, which are enclosed:
  - A. Techno-Commercial Bid
    - a. Specific Instructions to Bidders
    - b. General Instructions to vendors for e-tendering
    - c. Scope of Work
    - d. Bid Qualification Criteria
    - e. General Conditions of Contract
    - f. Special Contract Conditions
    - g. Health, Safety, Security and Environment
    - h. Standard Format
  - B. Price bid: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item.
2. All the documents associated with Techno-Commercial bid (consisting of all the above mentioned Annexure and documents uploaded) and price bid shall form a part of the tender. **The entire bid shall be online only.** General Instructions to vendors for e-tendering are as given in the Tender Document.
3. Offers should be in strict accordance with the terms & conditions of the tender and our specifications. Vendors are requested to carefully study all the documents/annexures and understand the conditions and specifications, before quoting rates and submitting their bids. In case of any doubt, written clarifications should be obtained before/during Pre-Bid Meeting, but this shall not be a justification for requesting extension in due date for submission of bids.
4. Please visit the website <https://bpclproc.in> for participating in the tender and submitting your bid online.
5. Bids submitted after the due date and time of closing of tender or not in the prescribed format are liable to be rejected. BPRL does not take any responsibility for



any delay in submission of online bids due to connectivity problem or non-availability of site. No claims on this account shall be entertained.

6. It should be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. **Nitrogen Pumping Services, detailed herein this Tender, are on Call-out basis and will be mobilized if required by BPRL.**
8. **It is advisable that bidders should review Part-4 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).**
9. **EARNEST MONEY DEPOSIT:** Vendors must submit an interest free **EMD** for participating in this tender as mentioned in the Special Conditions of Contract.
10. Pre- bid meeting will be held on 05/05/2017 @ 11:00 Hrs (IST) at below mentioned address:

*Bharat PetroResources Ltd.  
12<sup>th</sup> Floor, Maker Towers-F Wing,  
Cuffe Parade,  
Mumbai- 400005*

11. You may please send your pre-bid queries, if any, on or before 02/05/2017 @ 17:00 hrs (IST) through e-mail to [arun.shahi@bharatpetroresources.in](mailto:arun.shahi@bharatpetroresources.in) and [dey.tt@bharatpetroresources.in](mailto:dey.tt@bharatpetroresources.in), K/A: Mr. Arun Shahi / Mr. Tarun Dey.

Your pre-bid queries should be in **MS-Excel** format as per the format given below:

<b>S. No.</b>	<b>BPRL Tender Page no.</b>	<b>BPRL Tender Clause No.</b>	<b>BPRL Tender Clause Description</b>	<b>Deviation (if any)</b>	<b>Justification</b>

12. Price bid of only those vendors shall be opened whose BQC and techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
13. BPRL reserves the right to seek clarification / ask for additional documents from vendors and verify the credentials of vendors with clients, if required.
14. **Bidder should submit copy of Power of Attorney (POA) in favour of the person who is digitally signing/submitting the bid on behalf of the bidder.**



15. Interested bidders, who are participating in the tender, are welcome to witness the techno-commercial opening of the bids at our office on bid opening date/time.
16. Bidders are requested to read 'E-procurement guide for Bidders' available in the e-procurement portal before submitting their bids. It is to be noted that 'Brief Case' provided in the e-procurement portal is bidder's personal space. Documents merely uploaded in the 'Brief Case' but not mapped to the tender by the bidder will not be visible and accessible to BPRL and as such will not be part of the bidder's bid.
17. For any clarification on e-tendering / training / uploading of document on e-Procurement site, please contact our service provider M/s ETL on below numbers.  
Mr. Satyanarayan : Tele Phone: +91-22-24176419, E-mail: satyanarayan@abcprocure.com; support@bpcleproc.in

M/s. ETL HELP DESK NOS: +91-79-40016868.

For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as under:-

- 1) Mr. Arun Shahi, Contact No: +91-22-22175289, +919967666804  
arun.shahi@bharatpetroresources.in
- 2) Mr. Tarun Dey. Contact No: +91-22-22175203, +919930955594  
dey.tt@bharatpetroresources.in

Office Address: 12<sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005

Thanking you,

Yours faithfully,

**for Bharat PetroResources Ltd.**

**Tarun Dey**  
**Sr. Manager (Assets)**

*End of Part 1*



## **PART 2**

### **BID QUALIFICATION CRITERIA (BQC)**

#### **A) Work experience Criteria**

1. The bidder must have experience of successfully completed Nitrogen Pumping Unit & Service works of value as noted below in the last seven years as on bid closing date and should meet either of the following :
  - i. One similar completed work costing not less than the amount equal to **USD 81,310**.

OR
  - ii. Two similar completed works each costing not less than the amount equal to **USD 50,818**.

OR
  - iii. Three similar completed works each costing not less than the amount equal to **USD 40,654**.

*Similar job means providing Nitrogen Pumping Unit & Service for Oil & Gas wells.*

Consortium / Group companies/MOU tie up are not allowed to participate in this tender. Only However, bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent / holding/ subsidiary/sister company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects.

#### **Documents Required for Technical Criteria:**

Bidder to submit copy of Purchase Order / Contract along with Tax invoice /completion certificate etc to prove sl. no. 1.

#### **B) Financial Criteria**

1. The bidder should have achieved a minimum average annual financial turnover of **USD 30,491** as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years.



2. The vendor's net worth should be positive for the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Any tie-up arrangement or MOU or bi-lateral agreement with third party will not be considered. Further, bidder may submit bid based on the financial credentials of Parent / holding company. In case of bidder submits the bid based on Parent / holding company financial credentials, parent / holding company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

Documents required:

- Latest available audited Balance Sheets & Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending March'16 / Dec'16. However, if audited financial statement of the bidder is not yet ready for the year ending' Dec' 16 bidder may submit latest available audited Balance sheets and Profit & loss account along with auditor's report for three consecutive accounting years.

**C) Other Criteria:**

The Bidder should not be barred / holiday listed by any Indian PSU/Any Indian Government Department. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

**Documents Required:**

- An undertaking in support of not being barred / holiday listed by any of the mentioned Organizations on their letter head.
- An undertaking in support of not under liquidation, court receivership or similar proceedings on their letter head.

End of Part 2



## **PART – 3**

### **GENERAL CONDITIONS OF CONTRACT**

#### **SECTION - I**

#### **DEFINITION OF TERMS**

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- 1) “The Owner/Company/BPRL” means the Bharat Petroresources Limited, incorporated in India having its office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns
- 2) “The Contractor” means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor’s legal representative, his successor and permitted assigns.
- 3) The “Director” shall mean any Director of the Bharat Petroresources Limited or his successor in office designated by the Owner.
- 4) The “Engineer-in-Charge” shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- 5) The “Work” shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 6) The “Permanent Work” means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 7) The “Construction Equipment” means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 8) The “Site” means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 9) The “Contract Document” means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 10) The “Consultant” means the consulting engineers Nominated/appointed by the





Owner for this Project / job.

- 11) The “Sub-Contractor” means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 12) The “Contract” shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The “Specification” shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.
- 14) The “Drawings” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.
- 15) The “Tender” means the tender submitted by the Contractor for acceptance by the Owner.
- 16) The “Alteration Order” means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
- 17) The “Completion Certificate” shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.
- 18) The “Final Certificate” in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/PBG.
- 19) The “Period of Liability” in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.



## **SECTION - II**

### **GENERAL INFORMATION ABOUT SITE**

#### **2.1 LOCATION OF SITE & ACCESSIBILITY:**

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities.

Entry into the BPRL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

#### **2.2 SCOPE OF WORK**

The scope of work is defined in the Special Conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipment / Tools and Tackles, services / Supervision / labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in these tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

#### **2.3 LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:**

The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for his staff, etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.

The owner will, at his discretion and convenience based on availability for the duration of the execution of the work, make available, land for construction of contractor's field office, go-downs, workshop and fabrication yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

On completion of the works undertaken by the Contractor, he shall remove all temporary works/ shed erected by him and have the site cleaned as directed by Engineer-in-Charge if the contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the Contractor remove such surplus and



rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving seven days' notice on security reasons or on material interest otherwise.

#### **2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS**

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.



## SECTION - III

### GENERAL INSTRUCTION FOR THE TENDERER

#### 3 SUBMISSION OF TENDER:

- 3.1 The quotation should be submitted only in the manner and the form prescribed in the 'Request For Quotation' (RFQ)/Tender enquiry.
- 3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.
- 3.3 Tenders should always be placed in double sealed covers, superscribing Tender No \_\_\_\_\_ Tender for

\_\_\_\_\_ (name of job), Bharat Petroresources Limited, due for opening on

\_\_\_\_\_

The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

#### 3.4 Instructions for two part bidding

i) The bid should be submitted in two parts viz.

a. Techno-commercial bid.

b. Price bid.

ii) Techno-commercial bid shall have the following information/details

a. Technical deviation if any.

b. Commercial deviation if any like extra taxes, duties etc.

c. Copy of price bid with prices blanked off.

d. Any other relevant information.

iii) Price Bid shall have only prices as per schedule of Rates.



- iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

#### **4 DOCUMENTS:**

- 4.1 The tenders, as submitted shall include all documents/details asked for by BPRL in the RFQ/Tender enquiry.

4.2 All pages to be initialled:

Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.

4.3 Rates to be in Figures and Words:

The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.

In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.

4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.



Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.

- 4.6 Transfer of tender documents issued to one intending tenderer to another is not permissible.

## **5 PURCHASE PREFERENCE:**

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

## **6 (a) EARNEST MONEY:**

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. The earnest money can be deposited in the form of Demand Draft or Bank Guarantee in favour of Bharat Petroresources Limited. Earnest Money deposit (EMD) is not applicable for registered contractors of BPRL.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the owner. No interest shall be paid by the Owner on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded.

## **(b) SECURITY DEPOSIT:**

Unless otherwise specified in the special conditions of contract, in the case of contractors not registered with BPRL, the earnest money deposit (EMD), of the contractor whose tender may be accepted, will be converted to security deposit for due performance of the contract. The “performance security deposit/retention money” vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.



## **7 VALIDITY:**

Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including putting the tenderer/contractor on 'Holiday listing'/'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPRL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

## **8 ADDENDA / CORRIGENDA:**

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of tender Document.

## **9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

- 9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 9.2 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.
- 9.3 Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- 9.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 9.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

## **10 INTEGRITY PACT (IP):**

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for



further evaluation.

**11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:**

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.

**12 RETIRED GOVERNMENTS OR COMPANY OFFICER:**

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.

**13 SIGNING OF THE CONTRACT:**

The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

**14 FIELD MANAGEMENT:**

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.

Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

**14A CONSULTANCY CONTRACTS:**





This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.



## SECTION - IV

### INTERPRETATION OF CONTRACT DOCUMENTS

#### **15 INTERPRETATION OF CONTRACT DOCUMENT:**

15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

15.2 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

15.4 Singular and Plural:

In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

#### **16 SPECIAL CONDITIONS OF CONTRACT:**

16.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.

16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

16.3 Where any portion of the General Conditions of Contract is repugnant to or at



variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.

- 16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 16.5 The materials, designs and workmanship shall satisfy the relevant Indian Standards, the Job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## **17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:**

The contractor in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawing and specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited surrounding to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts means of transport and communications, whether by land, water or air, and as to possible interruptions thereto and the access to and regress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required, depots and such other building as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds, climate conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the



contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

## **18 PERFORMANCE SECURITY DEPOSIT / RETENTION MONEY:**

- 18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the contract value unless otherwise specified in the Special Conditions of Contract.

This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit-(EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the same to be extended suitably as advised by BPRL.

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-72, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-72), if applicable. This retention money/Bank guarantee held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.

In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued.

- 18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- 18.3 All compensation or other sums of money payable by the contractor to the Owner



under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.

- 18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.
- 18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars in the case of foreign bidders.

## **19 TIME OF PERFORMANCE:**

- 19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.
- 19.2 Time Schedule of Completion: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

## **20 FORCE MAJEURE:**

Any delays in or failure of the performance of either part hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The contractor shall



keep records of the circumstances referred to above and bring these to the notice of Engineer-in-Charge in writing immediately on such occurrences.

## **21 EXTENSION OF TIME:**

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper.

In the event of extension of Time of the contract, if granted, the contractor shall be required to suitably extend the period of Bank Guarantee if submitted, towards security Deposit/retention money suitably.

## **22 LIQUIDATED DAMAGES FOR DELAY:**

22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit.

22.2 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

## **23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:**

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

## **24 TERMINATION/OFFLOADING:**

24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting



the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

- 24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

**25. FORFEITURE OF SECURITY DEPOSIT:**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The contractor shall pay to the owner on demand any balance remaining due.

**26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by instalment) or have committed a breach of any of the terms contained in this contract the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.





- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:**

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the





certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

**28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**29 CHANGES IN CONSTITUTION:**

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of Clause 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

**30 IF THE CONTRACTOR DIES:**

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

**31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:**

No director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:**

The contractor shall not be entitled to any increase on the item rates of the contract



or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

### **33 CONTRACTOR'S OFFICE AT SITE:**

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

### **34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:**

34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipment / materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.

34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the



contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

### **35 SUB-LETTING OF WORK:**

Sub-letting of contracts shall not be generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

- i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.
- ii) Sub-Contractors for Temporary Works Etc.:- The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and



the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

### **36 POWER OF ENTRY:**

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

- i. Fail to carry out the works in conformity with the contract documents, or
- ii. Fail to carry out the works in accordance with the time schedule, or
- iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
- iv. Fail to carry out and execute the works to the satisfactions of the Engineer-in-Charge, or
- v. Fail to supply sufficient or suitable constructional equipment, temporary works, labour materials or things, or
- vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- vii. Abandon the works, or
- viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

Then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional equipment, and stock thereon, and to revoke the contractor's license to use the same,



and to complete the works, by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipment and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

### **37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:**

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

### **38 OTHER AGENTS AT SITE:**

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and levelling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.



### **39 NOTICES:**

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

### **40 RIGHTS OF VARIOUS INTERESTS:**

i)The Owner reserves the right to distribute the work between more than one contractors. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

### **41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT**

i)Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

ii)Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

### **42 PATENTS AND ROYALTIES:**

42.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment,



machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

- 42.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.
- 42.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual **SECRECY** agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

#### **43 LIENS:**

- 43.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an





amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

- 43.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.

Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

#### **44 OPERATION OF CONTRACT:**

##### 44.1 Law Governing:

Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

##### 44.2 Non-Waiver of Default:

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.





## **SECTION - V**

### **PERFORMANCE OF WORK**

#### **45 EXECUTION OF WORKS:**

- 45.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPRL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in-Charge.
- 45.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.
- 45.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

#### **46 COORDINATION AND INSPECTION OF WORK:**

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non-maintaining of the order book or non-signing by the contractor shall not preclude the contractor from complying with the instructions.

#### **47 WORK IN MONSOON AND DEWATERING:**

- 47.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 47.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.



#### **48 WORK ON SUNDAYS AND HOLIDAYS:**

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

#### **49 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:**

##### **49.1 Place of Work:**

The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.

The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipment and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.

49.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

49.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

49.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.



## **50 DRAWINGS TO BE SUPPLIED BY THE OWNER:**

- 50.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 50.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.
- 50.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 42.2 and 42.3 above regarding drawings and other documents.

## **51 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:**

- 51.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 51.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.
- 51.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

## **52 SETTING OUT WORKS:**

- 52.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 52.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks,



templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.

- 52.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 52.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 52.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

### **53 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:**

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

### **54 MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

- 54.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPRL approved/specified quality.
- 54.2 All materials procured should meet the specifications given in the tender document.



The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.

- 54.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.

## **55 MATERIALS SUPPLIED BY OWNER:**

- 55.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

- 55.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition, at contractor's cost.

## **56 CONDITIONS FOR ISSUE OF MATERIALS:**

- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.



- ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
- viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
- ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.
- x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a



statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

- xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

#### **57 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:**

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner's stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in-Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

#### **58 MATERIALS OBTAINED FROM DISMANTLING:**

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 64 & 68 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.





**59. ARTICLES OF VALUE FOUND:**

All gold, silver and other materials, of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

**60 DISCREPANCIES BETWEEN INSTRUCTIONS:**

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

**61 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:**

A)The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to of substitutions for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of





the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.

- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intension to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.
- d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply: Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)
- B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 61 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

## **62 ACTION WHERE NO SPECIFICATIONS ISSUED:**

In case of any class of work for which there is no such specification given by the Owner in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

## **63 ABNORMAL RATES:**

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by



the tenderer unusually are high or unusually low it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

#### **64 INSPECTION OF WORK:**

64.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.

64.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

#### **65 ASSISTANCE TO THE ENGINEERS:**

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.

#### **66 TESTS FOR QUALITY OF WORKS:**

66.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.



- 66.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
- 66.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

**67 SAMPLES:**

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

**68 ACTION AND COMPENSATION IN CASE OF BAD WORK:**

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorized representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

**69 SUSPENSION OF WORKS:**

The contractor shall, if ordered in writing by the Engineer-in-Charge or his



representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

**70 OWNER MAY DO PART OF WORK:**

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

**71 POSSESSION PRIOR TO COMPLETION:**

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will made and contract agreement shall be deemed to be modified accordingly.

**72 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:**

72.1 The contractor shall guarantee the installation/site work for a period of 06 (six) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit.

72.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantee called for, he



shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

### 72.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

### 72.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

- a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfil the requirements of contract (all such matters being herein after called 'Defects' in this clause) and
- b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 72.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.



72.5 Defects after taking over:

In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

72.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 72.1 above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.

72.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPRL.



## SECTION VI

### BILLS / MEASUREMENT / PAYMENT

#### 73 SCHEDULE OF RATES AND PAYMENTS:

##### i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

##### ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

##### iii) Schedule of Rates to Cover Constructional Equipment, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional





equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, excise duties, sales tax, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the contractor and agreed to the Owner and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually





carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

#### **74 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:**

##### **i) Measurements:**

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

##### **ii) Billing:**

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

##### **iii) Dispute in Mode of Measurements:**

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

#### **75 LUMPSUMS IN TENDER:**

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.



**76 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:**

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

**77 EXTRA WORK:**

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

**78 PAYMENT OF CONTRACTOR'S BILL:**

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

**79 MODE OF PAYMENT:**



Payment will be made to the contractor normally through NEFT mode.

## **80 COMPLETION CERTIFICATE:**

### **80.1 Application for Completion Certificate:**

When the contractor fulfils his obligation under clause 72.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

### **80.2 Completion Certificate:**

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 80.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

### **80.3 Clearing the site:**

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed



by the Engineer-in-Charge or as follows:

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.
- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

80.4. The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in-Charge.

## **81 FINAL DECISION AND FINAL CERTIFICATE:**

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 72 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

## **82 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:**

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.



## SECTION VII

### TAXES/DUTIES/INSURANCE

#### **83 TAXES, DUTIES, OCTROI ETC.:**

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State or Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

#### **84 INSURANCE:**

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

i) **Employees State Insurance Act:**

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.



The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.

iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipment under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or toss result from unauthorised use of the vehicle.



## **85 DAMAGE TO PROPERTY:**

- i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or \ sub-contractor.
- ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or wilful acts or omission of contractor, his employees, agents, representatives or sub-contractors.





## SECTION VIII

### LABOUR LAWS AND OTHER REGULATIONS

#### 86 LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.
- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The Company's recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

#### 87 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will





be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

## **88 CONTRACTOR TO INDEMNIFY THE OWNER:**

i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

### ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any clime made under Section 12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.



iii) Employment Liability:

- a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.
- b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:

It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

**89 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:**

In respect of all labour directly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

**90 SAFETY REGULATIONS:**

- i) In respect of all labour, directly or indirectly employed In the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.
- ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations



issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

## **91 ARBITRATION:**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPRL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director of the BPRL or of some officer of the BPRL who may be nominated by the Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.



- c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally, and deemed to form part of the reference made by the Director.
- d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai, only.

## **92 JURISDICTION:**

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.



## SECTION - IX

### MEMORANDUM OF AGREEMENT

An agreement made this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_ between BHARAT PETRORESOURCES LIMITED a Company Incorporated in India and having its office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

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(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. \_\_\_\_\_ dated \_\_\_\_\_, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. **Inspection of site:** The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. **Supply of Labour and Materials:** The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.
  - (a) The Contractor shall prepare detailed and shop drawings and any other data required.



- (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
  - (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.
5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.
6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials, brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.

- b) Termination/Offloading: The contractor fully understands that timely completion of the



work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. **Defective Work / Materials:** If the work done by the Contractor or any part there of shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Contractor, temporarily stop all other activities by the Contractor in connection with the work until such time as the defective work has been rebuilt or replaced at the Contractor's cost. In case of default on the part of the contractor to remove defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.
8. **Substitution of Contractor :** If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.
9. **Removal of Material:** On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should





Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.

10. **Inspection of work:** Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.
11. **Supervision:** The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.
12. **Payment:** The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR 100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPRL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by





the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

14. **Alterations:** The Company's Reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. **Subletting Agreement:** The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the



work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. **Safety Regulation:** The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. **Arbitration**

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPRL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director of the BPRL or of some officer of the BPRL who may be nominated by the Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by The Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the



agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.
- d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai, only.

20. **Jurisdiction:**

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby



submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

21. **Minimum Wages:**

The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether wilful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. **Employees State Insurance:** This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employee’s contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

In witness where of the said contracting parties have set their hands.

Witness \_\_\_\_\_  
For Bharat Petroresources Ltd.  
Witness \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
For Bharat Petroresources Ltd.  
\_\_\_\_\_

Contractor’s witness - Signature

Contractor’s Signature

Name & Address:-

Name & Address:-

**BHARAT PETRORESOURCES LTD**

**ACKNOWLEDGEMENT**

We, M/s. \_\_\_\_\_ having office at \_\_\_\_\_ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s. \_\_\_\_\_

Signature:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

( Seal / Stamp )

Place:

Date:

## Policy for Holiday Listing of vendors in BPRL

### **Introduction:**

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various “Agencies” (which shall include vendors/parties/contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPRL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPRL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Holiday Listing from business dealings involves civil consequences for the “Agency” concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of “Black listing”, “Holiday Listing” and “Banning” is considered one and the same and shall hereafter be referred to only as “Holiday Listing” and the term Holiday Listed Companies is used accordingly in this document.

### **1. Scope :**

- 2.1** The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPRL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.
- 2.2** The procedure of Holiday Listing of Agencies from Business Dealings with BPRL has been laid down in these guidelines.
- 2.3** These guidelines are applicable across BPRL and shall form part of all the tenders. The General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPRL shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by BPRL
- 2.4** The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

## 2. Definitions :

In these Guidelines, unless the context otherwise requires

- (i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'.;  
"Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
- (ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPRL or any other authority nominated by the MD. The Appellate authority shall be higher than the "Competent Authority".
- (iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:  
The Competent Authority for a Procurement Function which is initiating the Holiday Listing process should be the Functional Director
- (iv) Corporation: "Corporation" means Bharat PetroResources Limited
- (v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, .directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- (vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
- (viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- (ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPRL for the execution of the work as per requirement of the concerned function.
- (x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- (xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- (xii) Nodal Function: "Nodal Function" means the Function primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Function.
- (xiii) Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would be the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

#### **4. Holiday Listing:**

**4.1. Reasons for Holiday Listing :** An Agency may be placed in Holiday List for anyone or more of the following circumstances:

**4.1.1. If the Agency , in the context of its dealings with the Corporation:**

- a. has indulged in malpractices ;
- b. has submitted fake, false or forged documents / certificates
  - c. Has substituted materials in lieu of materials supplied by BPRL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPRL
  - d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
  - e. has deliberately indulged in construction and erection of defective works or supply of defective materials
- f. Has not cleared previous dues to BPRL if applicable.
- g. Has committed breach of contract or has abandoned the contract.
- h. Poor performance of the Agency in one or several contracts;
  - i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPRL
- j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
  - k. Has parted with, leaked or provided confidential / proprietary information of BPRL to any third party without the prior consent of BPRL

**4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:**

- a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with BPRL;
- b. If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

#### **4.2. Procedure :**

**4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the "Agency" should be**



asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;

- 4.2.2.** The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.
- 4.2.3.** The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Officer – In –Charge or the designated incharge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.
- 4.2.4.** On preliminary examination of the proposal with attached documents, if the vendor delistment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.
- 4.2.5.** Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn circulate this information to all procuring departments across the corporation
- 4.2.6.** On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 4.2.7.** The proposal along with the reply from the Agency would be examined by the Vendor delistment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.
- 4.2.8.** The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :

Approve the proposal for Holiday Listing as such; OR

Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR

Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering

the gravity of the case; OR

Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

**4.2.9.** The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.

**4.2.10.** The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned officer – In-Charge /Department responsible for invitation of bids

**4.2.11.** Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPRL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

**4.2.12.** Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

<b>S.No</b>	<b>Reasons for holiday listing</b>	<b>Period of holiday listing</b>
1	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	has substituted materials in lieu of materials supplied by BPRL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by BPRL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years
5	has deliberately indulged in construction and erection of defective works or supply of defective materials	3 years
6	has not cleared BPRL s previous dues if applicable	1 year

7	has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPRL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with , leaked or provided confidential / proprietary information of BPRL to any third party without the prior consent of BPRL	15 years
12	If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	3 years

**4.2.13.** In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPRL based on the Ministry's advice

**4.2.14. Provision for Appeal;**

- (i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- (ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- (iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;
- (iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also give an opportunity for personal hearing, to the Appellant Agency;
- (v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
  - a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR
  - b) Annul the order of the Competent Authority.

(vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.

(vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure III

(viii) No Appeal is permitted in case an Agency is placed in Holiday List by BPRL, based on Ministry's advice.

#### **4.2.15. Effect of Holiday Listing**

(i) No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.

(ii) If an 'Agency' is put on the Holiday list during tendering :

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned.

b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;

c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

(ii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

#### **5. Declaration by Bidders regarding Holiday Listing status:**

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPRL or MOPNG debaring them from carrying on business dealings with the BPRL/MOPNG or serving a banning order by another Oil PSE. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong

declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

**6. Revocation of Holiday Listing:**

**6.1.** An order for Holiday Listing once passed for a certain specified period shall be revoked as under :

**6.1.1.** An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Department.

**6.1.2.** A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

*End of Part 3*

## **PART – 4**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **1. GENERAL**

**1.1** Wherever, it is mentioned in the Contract that the Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the value of Contract shall be deemed to have included the cost of such performance and provisions, so mentioned.

**1.2** The equipment & personnel deployed by Contractor for performance of Services under the Contract shall not be normally changed / replaced by the Contractor during currency of Contract.

**1.3** The decision with regard to acceptance or rejection of any equipment and personnel offered by the Contractor shall remain with the Company and the same shall be final and binding upon the Contractor.

#### **2. DEFINITIONS**

Following terms and expressions shall have the meaning hereby assigned to them unless the context requires otherwise:

**2.1** “Affiliate” shall mean any company which is either a subsidiary or parent or holding company (of any tier) of the bidder or is the subsidiary (of any tier) of a company which is the parent or holding company (of any tier) of the bidder.

**2.2** “Applicable Laws” shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.

**2.3** “Associated Services” means the equipment and services asked for in the Contract, along with Nitrogen Pumping Services.

**2.4** “Base Camp” means the camp where Company Personnel will reside for supervising Nitrogen Pumping Services being provided by Contractor in accordance with the Contract.

**2.5** “Breakdown Time” means the duration of the period for which all or any of Contractor’s Equipment, or any part thereof causes discontinuation of Services.

**2.6** “Company” or “Owner” or “Operator” or “BPRL” means Bharat PetroResources Limited), a public limited Company incorporated under the Companies Act 1956 and having its Office at Maker Tower, ‘E’ Wing, 9th Floor, Cuffe Parade, Mumbai – 400005 and includes its successors and assigns.

**2.7** “Company Group” means the Company, its Affiliates, its Co-Venturers and their directors, officers, employees and agents of all the foregoing.

**2.8** “Company’s Items” / “Company’s Equipment” means the equipment and materials, which are to be provided by Company at the expense of Company as is listed in the Contract.

**2.9** “Company Representative(s)” means such person(s) who has been duly appointed by Company to act on Company’s behalf at Wellsite and whose appointment has been duly notified in writing by Company.

**2.10** “Contractor Group” means the Contractor, its contractors and their Affiliates and directors, officers, employees and agents of all the foregoing.

**2.11** “Contractor’s Items” / “Contractor’s Equipment” means the equipment and materials which are to be provided by Contractor or by Company at the expense of Contractor which are listed in the section under ‘Scope of Work’.

**2.12** “Contractor Personnel” means the personnel to be deployed by Contractor for performance of Job/ Services in accordance with Company’s Mobilization Notice(s).

**2.13** “Contractor’s Representative(s)” mean such person who has been duly appointed by Contractor to act on Contractor’s behalf at site and whose appointment has been duly notified in writing to Company.

**2.14** “Contract Price/Value” shall mean the sum accepted or the sum calculated in accordance with the rates accepted by BPRL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities and to be borne by Contractor for payment in line with the statutes without any liability on BPRL for any of these charges. The prices shall remain firm during currency of the Contract unless specifically agreed to in writing by BPRL except the liability accrued due to specified statutory regulations.

**2.15** “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 Hrs. (IST) and ending at next 00:00 Hrs. (IST).

**2.16** “Demobilization” means removal from Drillsite /Rigsite / Wellsite / Location of some / all of Contractor’s Equipment, Goods and/or Contractor Personnel in accordance with a Demobilization Notice issued by Company to that effect. Upon expiry/termination/coming-to-an-end of the Contract, demobilisation shall include, with respect to Contractor’s Equipment/Goods specifically imported for the Contract, customs clearance and re-export by Contractor out of India or to a SEZ location or transfer to another operator (authorized to receive such equipment by Applicable Laws) and the complete submission of all final reports to the Company in accordance with requirements of Applicable Laws in a manner reasonably satisfactory to the Company.

**2.17** “Demobilization Notice” means the communication issued by the Company to the Contractor advising the latter to remove some/all of its equipment, materials and / or personnel from a Drillsite/Wellsite/Rigsite/Location upon completion of a Job/ expiry of Contract /termination of Contract.

**2.18** “Drilling Programme” means the proposed drilling of 04 (four) Firm Wells and 02 (two) Optional Wells with an approximate Well Depth of upto about 2100 (two thousand and one hundred) meters each in Block CB-ONN-2010/8 in the State of Gujarat, India and Drilling Operations / Well Testing Operations shall be construed accordingly.

**2.19** “Facility” means and includes all property of Company, owned or hired, to be made available for services under this Contract and as is described in this agreement, which is or will be a part of Company property.

**2.20** “Goods”/ “Consumables” means the materials that the Contractor is required to make available at the Location/Drillsite/Wellsite in the required quantities in order to ensure uninterrupted provision of Services during the entire Duration of Contract.

**2.21** “Government” means Government of India and/or the government having jurisdiction over the area where the Contractor is working/positioned inclusive of any ministry, agency, authority or other entity controlled by it.

**2.22** “Gross Negligence” shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others”.

**2.23** “Hour” means an hour of sixty minutes. For the purpose of hire and / or penalty charges, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.

**2.24** “Job” means provision of Nitrogen Pumping Services at a particular Wellsite required to be carried out by Contractor as per Company’s instructions as a part of Services.

**2.25** “Mobilization” means taking of all actions / steps by Contractor, including making of all required Contractor’s Equipment, Goods and/or Contractor Personnel, available at the location designated by Company in accordance with Mobilization Notice/ Call Out Notice issued by Company and being in readiness to commence the Services.

**2.26** “Mobilization Date” means the date by which the Contractor shall be required to mobilize its equipment, materials and/or personnel at the Location/ Wellsite as shall be mentioned in the Mobilization Notice and be in readiness to commence Services.

**2.27** “Mobilization Notice”/”Call out Notice” means any communications sent by Company to Contractor, subsequent to issue of the LOA, asking the latter to mobilize the required equipment, materials at Location/ Wellsite by the date specified therein. Contractor shall be required to mobilize all required Goods, Contractor’s Personnel and/or Contractor’s Equipment within the agreed period from the date of issue of Mobilization Notice/ Call out Notice by Company.

**2.28** “Month” means a complete calendar month of the Year.



**2.29** “Nitrogen Pumping Unit” means the Nitrogen Pumping Unit, as per specifications given in Scope of Work, complete with all required equipment, tools, spares and accessories for rendering services required to be provided under the Contract.

**2.30** “Operating Area” means those areas in Block CB-ONN-2010/8, Gujarat, India in which Company may from time to time be entitled to conduct Drilling Operations.

**2.31** “Operating Day Rate” (ODR) means the charges payable by Company to Contractor (on prorated basis for part of a Day) for pumping Nitrogen into oil/ gas well using Nitrogen Pumping Unit (provided by Contractor).

**2.32** “Schedule of Rates” / “SOR” means the ‘Schedule of Rates’ or ‘Price Schedule’ to be annexed to the ‘Letter of Award’ (“LOA”) specifying the agreed prices payable to Contractor for its various Services.

**2.33** “Services / Work” mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the ‘Scope of Work’ of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.

**2.34** “Specifications” means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

**2.35** “Stand-by Day Rate” (SDR) means the charges payable by Company to Contractor (on prorated basis for part of a Day) for providing Nitrogen Pumping Unit alongwith required tools, equipment, spares etc. on Call out Basis, commencing from the date of completion of mobilization of that equipment/tool/set of equipment at Wellsite in accordance with instructions contained in Mobilization Notice/ Call Out Notice issued by Company to the date of commencement of demobilisation of that equipment/tool/set of equipment in accordance with a Demobilization Notice issued by Company, excluding the period for which that equipment/tool/set of equipment is eligible for payment of Operating Day Rate in accordance with terms & conditions mentioned herein.

**2.36** “Tender / Bid” means the proposal along with supporting documents submitted by Contractor for consideration of Operator/Company/BPRL.

**2.37** “Tests” means such process or processes to be carried out by Contractor as are prescribed in the Contract / are considered necessary by BPRL or its representative to ascertain the quality, workmanship, performance and efficiency of Contractor’s Equipment, Goods and/or Services.

**2.38** “Third Party” means any party or entity other than Company and Contractor.

**2.39** “Wellsite/ Drillsite / Rigsite/ Worksite/ Location” means the physical location where an oil or gas well is being drilled / is to be drilled by Owner.

**2.40** “Wilful Misconduct” shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious wilful act or conscious wilful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

### **3. SCOPE OF WORK**

**3.1** Contractor shall perform the Services as described herein and specified in ‘Scope of Work’ in connection with Company’s Testing Programme.

**3.2** As part of Services, Contractor shall furnish Nitrogen Pumping Unit, equipment, materials & supplies, and necessary personnel required to perform services as per ‘Scope of Work’ and may include provision of other services within Contractor’s capabilities that Company may request at any time. Prices for any additional material / services which are not specified in the ‘Schedule of Rates’ will be as per mutual agreement.

**3.3** In case Services are required to be provided round the clock, Contractor shall arrange for the same as per requirements of Company.

**3.4** Fuel required for Contractor’s Equipment for conduct of Services at Drillsite/ Wellsite shall be arranged by Contractor at its own cost.

### **4. EFFECTIVE DATE AND DURATION OF CONTRACT**

**4.1** The date of issue of Award of Contract’ (“LOA”) by Company shall be the ‘Effective Date’ of the Contract and as such all terms and conditions of the Contract shall come into effect from the date of issue of the LOA by Company.

**4.2** “Duration of Contract” shall be the period of 6 months from Effective Date (the ‘Primary Term’) for providing services for two firm wells unless the Contract is terminated earlier in accordance with various provisions of the Contract. However, contract can be extended for a period of 6 months (the ‘Extended Term’) for providing services for another two optional wells at the sole discretion of BPRL at the same rates, terms and conditions. However, Contractor will complete Services in progress at a well on the date of expiry of Duration of Contract. Nitrogen Pumping Services, detailed herein this Tender, are on Call-out basis and will be mobilized if required by BPRL.

**4.3** The Contract shall automatically terminate upon expiry of the Primary Term, if the Company does not exercise its right to extend the ‘Duration of Contract’ for the ‘Extended Term’ by giving Contractor a written notice seven (7) Days prior to completion of the ‘Primary Term’ of the Contract; and upon expiry of the ‘Extended Term’, if the Company exercises its right to extend the Contract.

**4.4** BPRL shall have the option / right to terminate the Contract, at any time before the expiry date of the Contract in accordance with various provisions contained in the Contract.

**4.5** Contractor shall furnish required crew, equipment, tools, consumables and accessories and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessities to ensure performance of Service in accordance with the Contract and in accordance with statutory requirements / Applicable Laws/Rules. Contractor shall take full

responsibility for the adequacy, stability and safety of all site operations and methods of operation for the Services.

## **5. MOBILIZATION**

### **5.1 Mobilization Period**

**5.1.1 Mobilization Period for Equipment Hired on Call out Basis:** Mobilization period for the equipment including Nitrogen Pumping Unit to be hired on Call out Basis shall be thirty (30) Days from the date of issue of Mobilization Notice/ Call out Notice.

**5.1.2 Mobilization Period for Contractor Personnel:** Mobilization period for Contractor Personnel shall be three (3) Days from the date of issue of Mobilization Notice/ Call out Notice.

**5.1.3 Mobilization Period for Goods/Consumables required to be provided by Contractor:** Goods/Consumables like Liquid Nitrogen that may be required to support Services/Work shall be mobilized by Contractor along with the Contractor's Equipment. Uninterrupted supply should be ensured for operations.

**5.2** Mobilization shall be deemed to be complete when Contractor's Equipment including, Goods and/or Contractor Personnel are placed at Company's specified Location/ Wellsite in readiness to commence Services as envisaged under the Contract duly certified by Company Representative. Mobilization shall not be complete until Contractor's Items are properly positioned at the Company's specified Location/ Wellsite and are complete with all equipment, Goods & spares as per the Mobilization Notice/ Call out Notice issued by Company consistent with 'Scope of Work' of the tender.

When the required Contractor's Items reach the Wellsite as per Company's instructions to that effect, Contractor shall issue a 'Notice of Inspection' (stating its readiness to commence work as envisaged under the Contract) to the Company. Thereupon Company shall inspect the Contractor's Items and either accept the same within a maximum period of seven (7) Days after receipt of Contractor's 'Notice of Inspection' or issue a 'Damage/Deficiency Report'. Should Company Representative report any damage/ deficiency during the inspection, the mobilization shall be deemed complete only after the remedy/ fulfilment of such damage/ deficiency.

Mobilization Charges for Personnel shall be payable to Contractor after completion of Mobilization of the Personnel. Contractor shall mobilize the required personnel on receipt of Call Out notice from Company. Mobilization Charges shall cover all costs of Contractor including but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor Personnel to reach the Company designated Wellsite upon receipt of Mobilization Notice from Company.

**5.3** Mobilization Charges will be payable after completion of Mobilization in accordance with the above mentioned Clause 5.2 and certification thereof by Engineer-in-Charge/ Company Representative. The ODR/ SDR will be applicable only after acceptance and completion certificate issued by Engineer In-charge.

**5.4** Even if Contractor fails to complete the Mobilization process strictly as per Clause 5.1 and 5.2 above, Company may, at its discretion, allow commencement of Services without

completion of mobilization, provided it is possible to start Services with the items since mobilized. However, Mobilization Charges will be paid to Contractor only after completion of Mobilization as per Clause 5.2 above. Necessary deduction for delay in Mobilization will be made as per the Clause 31 below.

**5.5** Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization of any item/personnel/material within a period of seven (7) Days after expiry of the Mobilization Period prescribed in Clause 5.1.

**5.6** No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Clause 5.4 above.

## **6. INTER-LOCATION MOVEMENT**

BPRL reserves the right to advise the contractor to inter-locate the unit from one site to other without giving demobilisation notice. In such cases, Contractor has to complete Inter-location movement in all respect within maximum period of three days from the issue of ILM notice. During such movement standby day rates will be applicable for a maximum period of three days. However, separate ILM charges are not applicable for this tender.

## **7. DEMOBILIZATION**

**7.1** Demobilization of Contractor's Equipment (upon completion of Services at a Wellsite or expiry/termination of Contract), shall be completed by Contractor within 15 (fifteen) days of completion of Services/expiry / termination of Contract or from the date/ period specified in the concerned Demobilization Notice.

**7.2** Demobilization Charges of personnel shall be payable to the Contractor as Lump Sum after the departure of Contractor's personnel from any Wellsite upon receipt of demobilization notice from Company Representative.

No rates except Demobilization Charges for the respective Contractor's Equipment / Contractor Personnel shall apply after the date/ period specified in Demobilization Notice for commencement of Demobilization each time.

Company retains the right to mobilize & demobilize Contractor's Equipment and/ or Contractor Personnel to and from any Wellsite location depending upon operational requirements. Company also retains right to remobilize the Contractor's Equipment and/ or Contractor Personnel to any Wellsite at any time during the course of the Contract depending upon operational requirements.

**7.3** After completion of Services, all equipment, materials and accessories, consumables and spares etc., brought into India on re-export basis shall be re-exported by Contractor to the point of origin, or to an SEZ in India or block transferred, except consumables and spares that have got consumed during provision of Nitrogen Pumping Services. In case of failure to do so within the prescribed timeframe, except under circumstances relating to Force Majeure, Company reserves the right to withhold, from Contractor's final settlement of bills, the estimated amount equivalent to customs duty and/or penalty leviable by customs on such default in re-export. In the event all / part of the equipment etc. are block transferred by Contractor within the country as per provisions of Applicable Laws to an area where customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate Government clearances in India, Contractor shall be fully liable for payment

of the due customs duty etc. In case of termination of Contract by Company due to any 'Default by Contractor'; or by Contractor; no Demobilization Charges shall be payable to Contractor, except as otherwise mentioned in the Contract.

## **8. CONTRACTOR PERSONNEL**

**8.1** Contractor shall provide all required manpower for necessary supervision and execution of all Services under the Contract to Company's satisfaction. The likely number of personnel required to be deployed is mentioned in the Scope of Work.

**8.2** Contractor shall deploy, on regular basis, its employees of all categories required for economic and efficient provision of Services.

## **9. FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELLSITE**

**9.1** During the course of provision of Services, Contractor shall make arrangements for food, accommodation & transportation of its personnel at its own cost.

**9.2** Medical Facilities: Company shall arrange for medical facilities and paramedics including an ambulance at Wellsite at its cost.

## **10. CONTRACTOR'S ITEMS / CONTRACTOR'S EQUIPMENT**

Contractor shall provide all the required equipment, materials, consumables, spares, chemicals and accessories required for performance of Services under the Contract during the entire 'Duration of Contract'.

## **11. PROVISION OF NITROGEN PUMPING SERVICES**

Contractor will perform Services with due diligence in a safe and workmanlike manner in accordance with accepted international oil field practices as can be expected from an experienced Contractor carrying out such services. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the rates mentioned in the Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

## **12. MAINTENANCE OF CONTRACTOR'S EQUIPMENT**

Contractor shall maintain all equipment in good working condition at all times during the Duration of Contract. Contractor shall be responsible for maintenance and repair of all Contractor's Equipment.

## **13. ADVERSE WEATHER**

Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Contractor's Equipment and Contractor's Personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives, for the time being at Wellsite, will not act unreasonably in the exercise of this Clause.

#### **14. AMENDMENT OF WELL TESTING PROGRAMME**

The Well Testing Programme given in this Tender Document is tentative and may change based on operational requirements. Contractor shall be bound to obey the changes that may be made by BPRL from time to time. It is agreed that Contractor shall carry out Well Testing Operations and all other operations, in accordance with the Well Testing Programme furnished by BPRL.

#### **15. CONTRACTOR'S SPECIAL OBLIGATIONS**

**15.1** It is expressly understood that Contractor is an independent contractor and that neither it nor its employees nor its sub-contractors are employees or agents of Company. However, Company is authorized to designate its Company Representative / Engineer-in-Charge, who shall at all times have access to Contractor's Equipment, materials and all records, for the purpose of observing, inspecting and designating the work to be performed hereunder by Contractor. Contractor may treat Company Representative at Wellsite as being in-charge of all Company and Company Designated Personnel at Wellsite and Base Camp. Company Representative may, amongst other duties, observe, test, check and control provision of Services performed by Contractor and examine records kept at wellsite by Contractor.

**15.2** Contractor shall arrange for inland transportation of all Contractor's Equipment, etc. from the port/previous location/Contractor's Base to the place of work and back at the end of Work/Services at its own expense. Arrangement of Road Permits for bringing Contractor's Equipment / Goods to Wellsite shall be Company's responsibility but payment of 'State Entry Tax' shall be Contractor's responsibility.

**15.3** In case Contractor imports equipment etc. on re-export basis, Contractor shall ensure re-export of the equipment and all consumables and spares (except those consumed in provision of Services during the Duration of Contract) and complete all documentation required upon completion of Services/termination/expiry of Contract. Company will issue necessary certificates etc. to facilitate re-export as required. Contractor shall arrange for re-export of Equipment within a period of thirty (30) days from the date of issue of 'Demobilization Notice' by Company. If the re-export is not completed within the specified period or not block transferred as per provisions of the Applicable Laws, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by Company from Contractor's bills and/or security deposit.

**15.4** Contractor shall fully warrant that all the Goods/Consumables offered by it shall be new, unused and of first quality according to specifications and shall be free from defects.

#### **16. COMPANY'S SPECIAL OBLIGATIONS**

**16.1** Company shall, at its cost, provide items and services as specified in this Tender Document. Company shall be responsible, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary at its cost, unless specified to the contrary elsewhere in the Contract.

**16.2** Contractor shall forbid access to Contractor's Equipment to any person not involved in Well Drilling/Testing/Completion Operations or not authorized by Company. However, this provision shall not be applicable to any Government and/or police representative on duty.

#### **17. RIGHTS AND PRIVILEGES OF COMPANY**

Company shall be entitled to –

- (i) Check Contractor's Items before and after mobilization. If the same are not found in good order or do not meet specifications as per 'Scope of Work' or in case of non-availability of some of the Contractor's Items listed therein, Contractor may not be allowed to commence or resume operations until Contractor has remedied such default.
- (ii) Change the drilling/testing/completion programme to complete or abandon operations in any well at any time.
- (iii) Check, at all times, Contractor's stock level, to inspect Contractor's Items and request for renovation or replacement thereof, if found unsatisfactory or not conforming to regulations or specifications.

## **18. EMERGENCY**

**18.1** Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to take over operation of Contractor's Equipment and direct Contractor's Personnel accordingly in the event Company's interest so demands. In such case, Company will notify Contractor of its decision and within three (3) Days confirm such notice in writing, setting forth the reasons for its action.

**18.2** In such event, Company shall pay Contractor in accordance with terms of the Contract as if Contractor was carrying out the operations.

**18.3** All operations so conducted shall remain at the risk of Contractor to the extent Contractor is covered by insurance. When the well has been completed or when the conduct of operations has been returned back to Contractor, the equipment shall again be put at Contractor's disposal in the same condition as they were at the time the operations were taken over by Company, taking into account normal wear & tear and any inherent defects at the time of being taken over by Company.

## **19. DAMAGE TO CONTRACTOR'S EQUIPMENT**

Contractor shall be solely responsible for any / all damage to Contractor's Equipment above Rotary Table.

## **20. CONSEQUENCES OF DEFICIENCY**

### **20.1 Deficiency in Provision of Equipment, Manpower & Goods**

In case Contractor fails to provide any item covered under 'Scope of Work' of Contractor, Company may arrange to provide the same to Contractor in exceptional cases only and not as a routine matter. In the event Company decides to provide any items/equipment/spares/manpower to Contractor either on its own or through Third Party on rental/consumption basis for commencement of operations or during operations, the following shall be applicable:

- a) Items shall be provided by Company at the risk & cost of Contractor.
- b) Items/equipment will be rented out to Contractor for a maximum period of 3(three) months and the same should be returned by Contractor to Company within a specific date to be specified by Company.
- c) Charges for the items/equipment/manpower would be charged on (actuals + 15% of the same as supervision charge) basis and deducted from bills of Contractor.

- d) In the event the rented items/equipment are not returned by Contractor within the specified period of three months, rental charges would be charged @ 1.5 times of the actuals.
- e) Deduction will be calculated based on 'Company Determined Cost', which shall be treated as final, basis of which shall be provided to Contractor.

## **20.2 Deficiency in Provision of Manpower**

In the event of Contractor's failure to strictly adhere to providing the minimum requirement of key personnel as set out in the 'Scope of Work', in addition to other provisions of Contract, penalty shall be levied at the rate of 5% (five percent) of the Operating Day Rate for the period of non-availability of the Key Personnel.

### **NOTES:**

1. The above penalty rates are applicable for the first five (05) Days. In case more than one key personnel is not available at a time, penalties applicable for such personnel will be levied simultaneously.
2. Beyond 05 (five) Days, penalty will be levied at double the rates mentioned above for each Day for non-availability of any key personnel.
3. Contractor will be paid at Zero Rate, if operations are suspended due to non-availability of key personnel.

## **20.3 Violations Relating to Safety, Health & Environment**

In addition to the provisions on Safety specified elsewhere in the Tender Document and other applicable statutory requirements, following penalty shall also be leviable for violations relating to Safety, Health & Environment:

- 1) Violation of applicable Safety, Health and Environment related norm: A penalty @ Rs. 5,000/- per occasion.
- 2) Violation as above resulting in any physical injury: A penalty @ 0.5% of the contract value per injury (maximum of Rs. 2,00,000/-), in addition to the Rs. 5,000/- as in Item-1 above.
- 3) Fatal accident: A penalty @ 1% of the contract value per fatality (maximum of Rs.10,00,000/-), in addition to the Rs. 5,000/- as in Item -1 above.

Contractor shall be required to take a suitable Insurance Policy with a view to cover itself against the above penalties and submit a copy of the said policy to the Engineer-in- Charge immediately after Mobilization.

## **21. WARRANTY AND REMEDY OF DEFECTS**

**21.1** Contractor shall carry out all of its obligations under the Contract and shall execute the Services in conformity with the specifications set forth in the 'Scope of Work' and/or conform to Contractor's published specifications.

**21.2** Contractor shall ensure that its Goods and Services will meet Company's requirements with regard to quality, quantity or specifications which are set out in the Contract and shall be fit for the purpose as per international practices.



**21.3** Contractor shall ensure that Contractor Personnel are duly qualified and are and will remain sufficiently qualified, careful, skilful, diligent and efficient to enable the Services to be efficiently performed by Contractor.

**21.4** Should Company discover at any time during the Duration of the Contract, or within the Demobilization Period of 15 days after completion of the Services, that the Services do not conform to the foregoing warranty, Contractor shall promptly, and positively within 3 Days after receipt of Notice from Company, commence to perform any and all corrective work required to make the Services conform to the warranty. Such corrective work shall be performed entirely at Contractor's own expense. If, such corrective work is not performed within a reasonable time, Company may, at its option, have such remedial work performed by others and charge the cost thereof to Contractor, which Contractor shall pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, its Performance Security may be forfeited. Notice of non-conformity shall be given to Contractor by Company prior to the former's actual physical demobilization from the last Wellsite.

## **22. FORCE MAJEURE**

**22.1** Upon occurrence of Force Majeure as mentioned in GCC, such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

**22.2** Should 'force majeure' conditions as stated above occur and should the same be notified within seventy-two (72) hours after its occurrence, the 'Force Majeure Rate' shall apply for the first (15) fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should both the parties decide not to terminate the Contract even under such conditions, no payment would apply after expiry of fifteen (15) days of force majeure period, unless otherwise agreed to.

## **23. COMPENSATION FOR CONTRACTOR**

### **23.1 Rates**

Company shall pay Contractor, as full compensation for the Services and for the provision of Contractor's Items, Contractor's Personnel and supplies, the rates and sums described hereunder and specified in 'Schedule of Rates'. In case Contractor's Items and / or Contractor's Personnel are deployed / utilized for shorter periods thereby not attracting full Day/Month rates, amounts payable shall be arrived at through suitable pro-rating. Without prejudice to the generality of the foregoing, any additional costs of whatever nature relating to delays in crew changes due to any reasons whatsoever shall be borne by Contractor, except as otherwise provided in 'Schedule of Rates'.

The rates payable under the Contract shall be fixed and firm throughout the execution of the Contract for the Primary Term and Extended Term thereof, and not subject to change for any reason whatsoever unless specifically mentioned herein.

No rate other than 'Demobilization Charges' will be payable by Company after the time & date when Contractor is required to commence demobilisation of the equipment/personnel in accordance with the Demobilization Notice issued by Company.

### **23.2 Operating Day Rate (ODR)**

#### **23.2.1 Operating Day Rate for Contractor's Equipment**

The Operating Day Rate, as specified in the 'Schedule of Rates' for Nitrogen Pumping Unit shall be payable for the period when the unit is being operated by Contractor and pumping Liquid Nitrogen into oil/ gas wells after completion of mobilization of Contractor's Equipment & Personnel required for the operation at the Wellsite. The Operating Day Rate shall apply per twenty-four (24) hour Day and will be pro-rated in respect of any part of a Day to nearest half hour.

If the Contractor's tool/equipment fails to perform, for any reason during the duration of operation, no ODR shall become payable for the entire unit of the service till such time that the equipment/tool is put back in to operating condition or is evidenced to be so by demonstration of operation in actual tests or use to the satisfaction of Company.

### **23.2.2 Day Rate for Contractor Personnel**

The Day Rate for a Contractor Personnel, as specified in the 'Schedule of Rates', shall apply on per Day basis when the personnel is available at the specified Wellsite for performing services in accordance with Company's Call Out Notice/ Mobilization Notice.

The estimated period, for which Contractor Personnel are expected to be required, is mentioned in the Price Bid Format (Annexure-A of Part 7). However, if due to any operational requirements/unforeseen circumstances Company de hires any Contractor Personnel in between, no Day Rate shall be payable for the desired personnel from the day of de hiring till rehiring.

### **23.3 Standby Day Rate for Contractor's Equipment hired on Call Out Basis (85% of the ODR)**

The 'Standby Day Rate' for an equipment hired on Call Out Basis, as specified in the 'Schedule of Rates', shall apply per twenty-four (24) hour Day when the said equipment is not operating and is waiting either for orders/ instructions/ or programme from Company and shall be prorated to the nearest half hour if the qualifying period is less than a Day. Standby Charges will not apply during the period when a Contractor's Item has been put to use by Company and is attracting Operating Day Rate.

Standby Day Rate shall be payable where Operating Day Rate does not apply and when Contractor's Equipment are fully prepared and ready to perform the work and when Contractor is not in default under any provision of the Contract. Neither Operating Day Rate nor Standby Day Rate shall be payable by Company for the period during which Contractor fails to perform the required Services on account of reasons solely attributable to Contractor.

### **23.4 Force Majeure Day Rate (50% of Standby Day Rate)**

The 'Force Majeure Day Rate' @ 50% of Standby Day Rate shall apply per twenty-four (24) hour Day and pro-rated in respect of any part of a Day to nearest half hour and shall be payable after the first Day of any period in which Nitrogen Pumping Services/Operations are suspended due to a force majeure cause as set forth above in Clause 22 and shall continue until resumption of Nitrogen Pumping Services/ Operations, unless specifically mentioned otherwise elsewhere in the Contract, or until the Contract is terminated in accordance with provisions of Clause No. 24 below.

**23.5 Zero Rates:** Notwithstanding any provision in the Contract, no charges/ rates shall be payable to Contractor for the period, the job or activity assigned to the Contractor is halted due

to breakdown of Contractor's Equipment or non-availability of materials/ consumables/ spares / accessories or key personnel or for any other reason whatsoever attributable to the Contractor. Penalty or any other deduction as specified elsewhere in the Contract will also apply if the job or activity assigned to the Contractor is halted due to breakdown of Contractor's Equipment or non-availability of materials/ consumables/ spares / accessories or key personnel or for any other reason whatsoever attributable to the Contractor.

### **23.6 Mobilization Charges and Demobilization Charges :**

The lump sum amounts mentioned in the 'Schedule of Rates' shall apply in respect of movement of Contractor's Items as defined below. The lump sum amounts mentioned in the 'Schedule of Rates' for mob/demob of various Contractor's Items and Contractor's Personnel shall apply for each mobilization / demobilization of that item/personnel to Company specified Location/ and vice versa in accordance with Mobilization/Demobilization Notices issued by the Company from time to time. No mob/demob charges shall be payable separately for Goods/Consumables.

**23.6.1 Mobilization Charges:** The lump sum for Mobilization Charges specified in 'Schedule of Rates' shall be due to Contractor after completion of each Mobilization in accordance with contractual provisions and shall cover all costs incurred by Contractor before and until completion of Mobilization in accordance with the concerned Mobilization Notice. In case where Mobilization Charges of any particular Contractor's Equipment is not individually specified in Schedule of Rates and Mobilization of that Contractor's Equipment is done by Contractor based on Company's requirements, Mobilization Charges for that Contractor's Equipment will be payable on Actual Invoice Cost (charged to Contractor) plus ten percent (10%).

**23.6.2 Demobilization Charges (25% of Mobilization Charges):** Except as provided elsewhere in the Contract, the applicable lump sum for Demobilization for Contractor's Items and/or Contractor Personnel shall be as specified in Schedule of Rates and shall become due to Contractor when the concerned Contractor's Items/Personnel, which the Company has required to be removed following completion of work, have been removed and re-exported (if applicable). Except as provided elsewhere in the Contract, the lump sum for Demobilization Charges specified in 'Schedule of Rates' shall be due to Contractor after completion of each Demobilization in accordance with contractual provisions and shall cover all costs incurred by Contractor until completion of Demobilization in accordance with the concerned Demobilization Notice. In case where Demobilization Charges of any particular Contractor's Equipment is not specified in Schedule of Rates and Demobilization of that Contractor's Equipment is done by Contractor personnel in accordance with contractual provisions, Demobilization Charges for that Contractor's Equipment will be payable on Actual Invoice Cost (charged to Contractor) plus ten percent (10%).

The lump sum for Demobilization shall be appropriate to the location to which Contractor demobilizes the Contractor's Items and/or Contractor Personnel. Demobilization shall start as soon as Engineer-in-Charge issues Demobilization Notice to Contractor. No other charges/ day rate shall be applicable during Demobilization Period and only lump sum Demobilization Charges will be paid at the completion of demobilization as per Clause 6 above.

The lump sum for Demobilization shall cover all expenses incurred by Contractor to carry out Demobilization without any exception (and to close down its operations, if applicable) and include all costs relating to the Contractor's Items, Contractor Personnel, and insurance etc.

In case of termination of Contract by Company for Contractor's Default or by Contractor itself, Demobilization Charges would not be paid to the Contractor unless specifically mentioned otherwise elsewhere in the Contract.

### **23.7 Cost of Consumables**

Cost/ Charges for Consumables, as specified Schedule of Rates, shall be payable on actual consumption basis.

### **23.8 Rates**

All the Rates/ Charges under the Contract shall include all costs incurred by Contractor for providing the required services under the Contract including equipment, lubricants, fuel and personnel cost but exclude cost for power and water required for Contractor's Items at Wellsite (only to the extent available at Wellsite). The Rates/ Charges shall also cover provision of protective clothing and hand tools where necessary and all travelling, living and accommodation expenses incurred by Contractor for its personnel. Rates/ Charges shall also include cost of testing at Contractor's own laboratory and other related jobs required to be performed by the Contractor for successful completion of Services.

**23.9** Wherever the rates/ prices/ charges for any item/ service/ consumable etc. are quoted as 0 (Zero) by the bidder, it shall be considered that the rates/ prices/ charges for such item/ service/ consumable etc. are included by the bidder in the rates/ prices/ charges quoted for other item/ service/ consumable etc. and bidder shall provide such item/ service/ consumable etc. free of cost to the BPRL.

## **24. TERMINATION OF CONTRACT**

### **24.1 Termination for Convenience by Company**

Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate the Contract at any time, even though Contractor has not defaulted hereunder and, in such an event, Company shall be under no obligation of any nature, except as provided hereunder, and Contractor shall not be entitled to any other compensation or remuneration of any nature, except for the Services rendered till such time the Contract is terminated and the due Demobilization Charges, if any.

### **24.2 Termination due to default by Contractor**

Company shall have the right to terminate the Contract upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:

- a) If Company becomes dissatisfied with Contractor's performance of Services hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor's Personnel and Contractor fails to commence to remedy and cure the same within seven (07) Days after receipt of written notice thereof from Company.
- b) If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy proceedings or receivership proceedings are instituted against Contractor.
- c) If Contractor commits a breach or default in any of its covenants or obligations under the Contract and fails to cure and remedy the breach or default within seven (07) Days after

receipt of written notice thereof from Company, unless another time interval is provided herein for the same.

d) If any Governmental Agency fails or refuses to grant Contractor's Personnel the required entry permits pertaining to the location where the Services are to be performed and Contractor fails to remedy the same within ten (10) calendar days after receipt of written notice thereof from Company.

e) If any Governmental Agency fails or refuses to approve performance of Services by Contractor and/or Contractor's Personnel and Contractor fails to remedy the same within ten (10) calendar days after receipt of written notice thereof from Company.

f) If Contractor and/ or Contractor's Personnel commit an illegal act which: (i) is a violation of the Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.

Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor. Termination under this Clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Services performed hereunder prior to such termination.

### **24.3 Termination due to Force Majeure Situation**

Either Party shall have the right to terminate the Contract on account of Force Majeure as set forth herein above.

### **24.4 Termination on expiry of the Contract**

This Contract shall automatically terminate on the expiry of 'Duration of Contract' or on successful completion of Services and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.

In the event of Termination of Contract by Company due to default by Contractor or by Contractor itself, unless specifically mentioned otherwise elsewhere in the Contract, Company shall be liable to pay to Contractor only for those Services which have been successfully completed by Contractor by the date of termination of Contract, at the rates which are specified in the 'Schedule of Rates'. No Demobilization Charges shall be payable by Company in either of the aforesaid situations.

## **25. PERMITS & LICENCES**

### **25.1 Ingress and Egress At Locations**

Company hereby agrees that it shall provide Contractor with all necessary rights of ingress/egress to the Location/ Wellsite including any permits or licenses required for performance by Contractor of all Works contemplated by the Contract. In the event of any restrictions, conditions, or limitations in Company's permits / licenses, which would affect the right of free ingress / egress to be exercised by Contractor hereunder, its employees or its sub-contractors, Company agrees to promptly advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same.

### **25.2 Verification of Character and Antecedents of Contractual Manpower**

In all contracts involving deployment of Contractor's manpower within BPRL's premises like plants, offices, installations, rigs and stock-yards etc., Contractor shall submit the following documents to BPRL prior to start of work:

- a) Undertaking from Contractor that the character and antecedents of the person(s) proposed to be deployed by it are impeccable.
- b) Undertaking from Contractor that it has scrutinized the previous working of the person(s) proposed to be deployed by it and there is nothing adverse as regards his/her character and antecedents.
- c) Along with the above mentioned undertakings, Contractor will provide certified photocopies of 'Police Verification Certificates' for inspection by an authorized representative of BPRL. Contractor has to obtain 'Police Verification Report' (signed by an officer equivalent to DSP rank or higher) from the area where the person(s) to be deployed has/have been residing for the last five years. In case the person concerned has not resided at a place for five years at a stretch, 'Police Verification Report' should be obtained from that area where the person(s) has/have stayed last.

### **25.3 Licences**

Contractor shall procure all necessary licenses, permits and authorizations to enable it to perform the Services. To the extent that such licences or permits are required to be issued by any Indian authority, the Company will provide necessary assistance to Contractor to obtain such licences and permits, if required details are provided well in advance. The cost of obtaining such licences or permits shall be borne by Contractor. Contractor shall be responsible for preparation and submission to Company of a 'Master List' of all items to be temporarily imported into India - such list to be divided into consumable and non- consumable items.

## **26. LIABILITIES AND INDEMNITIES**

### **26.1 Liability**

#### **26.1.1 Liability for Well or Reservoir**

The Contractor shall not be liable or responsible for or in respect of followings except for the Gross Negligence and Wilful Misconduct on Contractor's part:

- (i) Any sub-surface damage (including but not limited to damage or loss of a well or reservoir or formation, the loss of any oil or gas therefrom; or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- (ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- (iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- (iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs thereof, whether caused by its personnel or equipment or otherwise arising from or in any way connected with such sub-surface operations or in performing or attempting to perform any such operations;

### **26.1.2 Pollution Or Contamination**

The Contractor shall not be liable or responsible for or in respect of followings except for the Gross Negligence and Wilful Misconduct on Contractor's part:

- a) Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.
- b) Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, but not limited to that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oils, gas, water or other substances, save and except pollution or contamination for which the Contractor assumes liability in terms of Clause 26.1.2 a) above
- c) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered as between the Contractor and Company, to be the same as of the Party for whom the work was being performed and all of the obligations respecting defence, indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

**26.1.3** Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, other contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to equipment and/or loss of or damage to property of the Contractor and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused, and even if caused by negligence of Company and/or its servants, agent, nominees, assignees, other contractors and sub-contractors, the Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

**26.1.4** Neither Company nor its servants, agents, nominees, assignees, other contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused, and even if caused by negligence of Company and/or its servants, agents nominees, assignees, other contractors and sub-contractors, Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.

**26.1.5** The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for loss or damage to equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arise out of or in connection with performance of the Contract.

**26.1.6** The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, other contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or

their employees when such injury, illness or death arises out of or in connection with performance of the Contract.

**26.1.7** Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to equipment and/or loss or damage to property of Company and/or its other contractors or sub-contractors, irrespective of how such loss or damage is caused, and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors, Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

**26.1.8** Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its other contractors or sub-contractors irrespective of how such injury, illness or death is caused, and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors, Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

**26.1.9** The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its other contractors or sub-contractors when such loss or damage or liabilities arise out of or in connection with performance of the Contract.

**26.1.10** The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its other contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.

## **26.2 Indemnity**

**26.2.1** Except as otherwise provided herein, Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**26.2.2** Except as otherwise provided herein Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, other contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part or other faults.



**26.2.3** Contractor shall protect, indemnify and hold harmless Company, its Affiliates, its co-venturers, directors, officers and employees of the Company and its co-venturers from any and all claims or liability of income, excess profits, duties, employment taxes, salaries, wages and compensation and in general royalty, all other taxes assessed or levied by the Government or by any proper authority thereof against Contractor or its sub-contractors or against Company and, its Affiliates, its co-venturers, for or on account of any payment made to or earned by Contractor under this Contract. Contractor shall further protect and hold the Company, its Affiliates and its co-venturers harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to Contractor's employees and all taxes assessed or levied against or on the account of any property or equipment of the Contractor.

**26.3** The indemnities given herein above by Company shall not apply for loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by Gross Negligence or Wilful Misconduct of the Contractor.

#### **26.4 Limitation of Liability**

**26.4.1** Notwithstanding any other provisions of the Contract, the aggregate liability of the Company in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Value

#### **27. INSURANCE**

**27.1** Contractor shall procure at Contractor's expense full and sufficient insurance cover with a recognizable and acceptable insurance company in respect of its liabilities hereunder and / or as required by all Applicable Laws and will, on request by Company, produce evidence of the respective policies of insurance and receipts evidencing payment of current premia. Contractor shall ensure that the insurance cover is maintained for the entire 'Duration of Contract'.

#### **27.2 Waiver of Subrogation**

All insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in Clause 27 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

"The insurers hereby waive its rights of subrogation against any individual, company, Affiliates or assignees for whom or with whom the assured may be operating to the extent of the contractual indemnities undertaken by Contractor."

#### **27.3 Certificate of Insurance**

Within 15 Days of commencing performance of the Contract, Contractor shall, upon request, furnish Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance company or companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement attached to all policies, (6) the territorial limits of all policies.

If any of the above policies expire or are cancelled during the 'Duration of Contract' and Contractor fails for any reason to renew such policies, Company may replace the same and charges the cost thereof to Contractor.

Should there be a lapse in any insurance required to be carried by Contractor under the Contract, for any reason whatsoever, losses resulting therefrom shall be for the sole account of Contractor.

#### **27.4 Deductibles**

That portion of any loss which is not covered by insurance provided for in this Clause, solely by reason of a 'deductibles' provision in such insurance policies, shall be for the account of Contractor.

#### **27.5 Insurances required by Sub-contractors**

Contractor shall require all of its sub-contractors to provide such of the foregoing insurance coverage as Contractor may consider necessary.

### **28. TAXES AND DUTIES**

#### **28.1 Income Tax**

Tax shall be deducted at source by Company from all sums due to an Indian tax resident contractor in accordance with provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

A non-resident contractor i.e., a supplier who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has to obtain, on its own, either (a) an Order u/s. 195(3) of the Income Tax Act, 1961, or (b) an order u/s.197 of the Income Tax Act, 1961, and furnish the said Order u/s. 195(3) or the Order u/s.197, as the case may be, to BPRL along with each of its Invoices. BPRL shall deduct tax at source in accordance with the directions contained in the Order u/s. 195(3) or the Order u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

The non-resident supplier shall furnish a Tax Residency Certificate (Certificate from the income tax authorities of the country of which it is a tax resident, to the effect that, the supplier is liable to tax in that country by reason of it being a tax resident under the relevant tax laws of that country) within 15 days from the date of issue of LOA. The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a Notary Public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC. During the currency of the Contract, for the income accrued in different financial years, the supplier should submit separate TRCs for each financial year, based on the period for which the foreign income tax authorities issue the TRC as per the financial year followed in the respective country (viz.- the calendar year or the financial year commencing from 1st April to 31st March of succeeding year). In addition, the non-resident supplier shall furnish a duly signed copy of Form 10F in original for each of the financial years during the currency of the contract.

As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. In case the supplier does not

furnish its PAN, Company shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

## **28.2 Customs Duties**

Import of specified goods for Company's Operations is exempt from Customs Duties subject to conditions laid down in Customs Notification No. 12/2012 dated 17.03.2012.

As such, all imported supplies under this Contract would attract concessional rate of customs duty (which at present is zero), as goods shall be imported under 'Essentiality Certificate' (EC) issued by Directorate General of Hydrocarbons, Government of India (DGH) applicable to petroleum operations.

Company shall provide to the Contractor a 'Recommendatory Letter' for obtaining 'Essentiality Certificate' from 'Directorate General of Hydrocarbons', Government of India. Company shall also extend to Contractor all reasonable assistance requested by Contractor with regard to obtaining the due concessions admissible towards payment of customs duties to which the Company and /or its contractors are entitled. In the event that the Contractor fails to obtain the required 'Essentiality Certificate' from DGH, the Contractor shall have to pay & bear any customs duties on the Goods/Equipment which become payable as a result thereof.

To ensure that the concession is availed, Contractor shall convey to Company well in advance full particulars of the items to be imported in order to enable Company to issue the required 'Recommendatory Letter' to the 'Directorate General of Hydrocarbons', Government of India for issue of an 'Essentiality Certificate' for import of the eligible items without payment of Customs Duty well in time.

Government of India imposes Anti-Dumping Duty and Safeguard Duty etc. on import of certain items from certain sources from time to time. In case any such 'Duties' are applicable on the material offered to be supplied by the vendor, while evaluating the price bids of foreign vendors, the amount(s) of any Anti-Dumping Duty and / or Safeguard Duty etc. applicable on the material at that point of time as per Government of India Guidelines shall be added to the rates / prices quoted by the bidder.

## **28.3 Service Tax**

The Contract Price shall include Service Tax, if applicable, in respect of Services to be rendered under the Contract. If the Contractor is located in the taxable territory as per section 65B(52) of the Finance Act, 1994 and the place of provision of services is the taxable territory as per the 'Place of Provision of Service Rules, 2012', Contractor shall be liable for payment of Service Tax to the Government directly, except in case the contract is a Works Contract (and where the contractor is an individual, 'Hindu Undivided Family' or partnership firm including 'Association of Persons') where liability to pay service tax on the service portion shall be both of the 'service provider' as well as of the 'service receiver' as per section 68(2) of the 'Finance Act, 1994' read with Rule 2(1)(d)(F)(c) of the 'Service Tax Rules, 1994' and Notification No. 30/2012 -ST as amended from time to time. If the Contractor is located in non-taxable territory and the services are provided in the taxable territory as per the 'Place of Provision of Service Rules, 2012', Company will be the person liable for paying Service Tax under Section 68(2) of

the 'Finance Act, 1994', read with 'Rule 2(1)(d)(G) of 'Service Tax Rules, 1994' and Notification No. 30/2012 –ST as amended from time to time.

All Indian Contractors shall have service tax registration wherever applicable. BPRL may also claim CENVAT Credit on Service Tax. Contractor should show the Service Tax amount separately, if applicable. Contractor shall submit Tax Invoices. Contractor is required to furnish serially numbered and signed invoices / bills / challans containing the following details:

- a) Name, address and registration number of the service provider;
- b) Name and address of person receiving taxable service;
- c) Description, classification and value of taxable service provided;
- d) Service Tax payable.

#### **28.4 New Statutory Levies**

All new statutory levies levied on provision of services to Company within the Contract Duration, if any, shall be payable extra by BPRL against documentary proof.

#### **28.5 Variation in Service Tax**

Any increase/decrease in Service Tax (only), after the last date for submission of Bid will be on BPRL's account. Any upward variation in Service Tax after 'Duration of Contract' shall be to Contractor's account.

### **29. PAYMENT & INVOICING**

#### **29.1 Time of Payment**

Company shall make payment under this Contract within thirty (30) Days from the date of receipt of a clear (undisputed) invoice from Contractor, subject always to Company's right to require Contractor to furnish to it satisfactory evidence of the validity and prior payment by Contractor of all the labour and material cost incurred by Contractor and charged to Company.

Should Company withhold any payment out of the invoice claim, it shall give reasons for withholding such amount from the invoice.

The amount not in dispute is to be paid within the above 30 (thirty) Day period.

#### **29.2 Invoice Presentation**

Invoice, accompanied by copies of original vouchers, records, receipts or other supporting evidence for the Services performed or the expenses incurred for each Wellsite, shall be submitted to Company after completion of Services at a particular Location/ Wellsite on or before the tenth (10th) of succeeding month. If Contractor provides its Services for more than one Location/ Wellsite in a month, separate invoices shall be prepared & submitted by the Contractor for the Services rendered for each of the wells.

Invoices should be accompanied by the following documents/details:

- i) The following documents / details should be invariably furnished alongwith the first invoice:
  - a) Copy of valid Registration Certificate under 'Service Tax Rules' (for Indian Contractor or Contractor having a 'Permanent Establishment' in India).
  - b) Particulars required for making payments through 'Electronic Payment System' (ECS)

- c) Mobile Phone No. (Optional).
- d) E-mail ID.

ii) Payment of Mobilization Charges:

- a) Invoice (in accordance with the relevant Service Tax Rules).
- b) Insurance Policies (As applicable).
- c) Inspection Report (Pre-mob, as applicable).
- d) Notification Certificate of Acceptance of Mobilization.
- e) Certificate of 'Commencement of Operations' under this Contract.
- f) Details / Statement showing cost of services, Service Tax etc.

iii) Periodical / Monthly payment:

- a) Invoice (i.e. Tax Invoice as per relevant Service Tax Rules, in original and duplicate, clearly indicating Service Tax Registration Number, Service Classification, Rate and amount of Service Tax shown separately).
- b) Insurance Policies and proof of payment of all premia (As applicable)
- c) Details of statutory payments like PF, ESI, EPF etc. (As applicable)
- d) Undertaking by the Contractor regarding compliance of all statutes
- e) Certificate by the Contractor stating that labourers have been paid not less than the Minimum Wages. (As applicable)
- f) Copy of Time Sheet / Log Sheet /DPRs/ DSRs duly signed by Company's representative with summary showing non-operating period, operating period, idle period, breakdown of Equipment, non-deployment / short deployment etc. (if any) and reasons thereof
- g) Attendance Sheet (How many persons on board) / Manpower deployment sheet [showing non-deployment / short deployment etc (if any) and reasons thereof].
- j) Details/Statement showing cost of services, Service Tax etc.

iv) Payment towards Indian Agent's Commission (IAC):

- a) Invoice of IAC (stamped pre-receipted bill)
- b) Particulars required for making payments through Electronic Payment System (ECS)
- c) Payment advice (if applicable) against which IAC is claimed.
- d) E-mail ID.

Contractor shall mention name of block i.e. CB-ONN-2010/8 in every invoice raised against the Contract.

### **30. INTELLECTUAL PROPERTY OWNERSHIP**

Notwithstanding anything to the contrary contained herewith, while providing Services to the Company, Contractor may utilize expertise, knowhow and other intellectual capital (including intellectual property) which are Contractor Group's exclusive property and develop additional expertise, knowhow and other intellectual capital (including intellectual property) which are Contractor Group's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company. Contractor retains sole ownership of any such intellectual

capital (including intellectual property) created by the Contractor during the course of providing services. Contractor hereby grants the Company a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the Contractor's intellectual capital (including intellectual property) solely as part of the deliverables.

### **31. LIQUIDATED DAMAGES**

In case Contractor fails to complete Mobilization of Contractor's Items / Goods / Contractor's Personnel, required for provision of Services, in accordance with Clause 5.1 above, Liquidated Damages @ 1% of Contract Value for every week of delay or part thereof upto a maximum of 5% of Contract Value will be deducted from the Invoice(s) value.

The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.

All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.

### **32. DATA AND OWNERSHIP OF TECHNICAL INFORMATION**

The Company shall retain title to Technical Information in whatever form, acquired or developed by the Contractor within the Scope of Work under this Contract and the Contractor shall deliver all such Technical information to the Company upon completion or termination of the Contract or when so instructed by Company. The Contractor shall deliver to Company copies of the forms or other data pertaining to the Services relative to the Contract. The Contractor may retain copies of such data for its confidential records after obtaining Company's written consent. Subject to the above, during the course of the Work, the Contractor may use such Technical Information in the performance of the Work and shall keep it in Contractor's custody and care.

### **33. CONSEQUENTIAL LOSS**

The expression "Consequential Loss" shall mean indirect losses and/or loss of production. Loss of product, loss of use and loss of revenue, profit or anticipated profit.

Notwithstanding any provisions to the contrary contained elsewhere in the Contract and except to the extent of any liquidated or other damages provided for in the Contract, the Company shall save, indemnify, defend and hold harmless the Contractor from the Company's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company from the Contractor's own Consequential Loss.

### **34. ASSIGNMENT AND SUB-CONTRACTING**

**34.1** Contractor shall neither assign the Contract nor any part of it nor any benefit, right or interest in or under it without the prior written approval of Company, which shall not be unreasonably withheld or delayed. However such consent to assign or sub - contract shall not relieve Contractor of any liability or obligation under the Contract.

**34.2** Company is entitled to assign the Contract or any part of it or any benefit arising there from or interest in or under it or any right or obligation thereunder to any Co-Venturer of the

Company. Company may make any such assignment to any other third party but only with the prior consent of Contractor, which shall not be unduly withheld or delayed.

### **35. ARBITRATION**

All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause there of which cannot be amicably resolved between the parties may be referred to Arbitration. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996 including any statutory modification or re-enactment therefore for the time being in force) by a tribunal of Three (3) arbitrators, with one (1) arbitrator each to be appointed by the Contractor and the Company and third arbitrator (who shall be the presiding arbitrator) by the two (2) arbitrators so appointed. In case of failure of appointment of third arbitrator, arbitrator shall be appointed as per the provisions of Arbitration & Conciliation Act, 1996.” The venue and seat of the arbitration shall be Mumbai, India.

### **36. EMPLOYMENT OF INDIAN NATIONALS AND USE OF INDIAN GOODS AND SERVICES**

#### **36.1 Indian Citizens to be employed to Maximum Extent Possible**

Without prejudice to the right of the Contractor to select and employ or engage such personnel as, in the opinion of the Contractor, are required for carrying out the services in a safe, cost effective and efficient manner, the Contractor shall to the maximum extent possible, employ and require its subcontractors to employ citizens of India having appropriate qualifications and experience, taking into account experience required in the level and nature of the services to be performed.

#### **36.2 Preference to be given to Indian Suppliers**

Contractor shall give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal to or better than imported goods with respect to timing of delivery, quality and quantity required, price and other terms.

### **37. GENERAL LEGAL PROVISIONS, LAWS AND JURISDRICTION**

**37.1 LANGUAGE:** The ruling language of the Contract shall be English language.

**37.2 MITIGATION OF LOSS:** Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.

#### **37.3 HEADINGS**

The headings of Clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

### **38. NOTICES**

All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out below. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.

Notices to the Company shall be sent to the following address:

**Company:** M/s. Bharat PetroResources Limited  
12th Floor, F Wing, Maker Towers,  
Cuffe Parade, Mumbai – 400005  
Tel:- +91-22-22175289, 22175646  
Fax:- +91-22-22154364

Notices to the Contractor shall be sent to the address and other communication details including Fax No. provided by the bidder in its bid for this purpose.

Any notice may be served by hand delivery, courier, registered mail or facsimile transmission.

Any notice given by hand delivery or courier shall be deemed to be given at the time of delivery.

Any notice given by fax shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00 hrs (recipient's local time) on the recipient's next following business day.

Any notice served by registered mail shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

### **39. EMERGENCY RESPONSE PLAN**

The Contractor shall maintain Emergency Response Plan (ERP) for onsite. The Contractor shall also maintain Risk Register.

### **40. MOEF (MINISTRY OF ENVIRONMENT & FOREST) GUIDELINES**

The Contractor shall comply with the guidelines issued by MOEF (MINISTRY OF ENVIRONMENT & FOREST), DGMS and all other Statutory Authorities.

### **41. CONFIDENTIALITY AND PUBLICITY**

Contractor shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence all information relating to the Work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the Work or its results and shall prevent anyone becoming acquainted with the same, either through Contractor or its personnel or authorized Sub-contractors or agents. Contractor shall not avail of the information obtained in the course of Work hereunder in any manner whatsoever, nor shall Contractor divulge any information about the location of the Work area or part thereof. Contractor shall not also destroy any report, note and technical data relating to the operation / Work and not required by the Company. The obligation is a continuing one and shall survive the completion/termination of this Contract.

During the course of execution of the Contract, Company, its employees, agents and other contractors may be exposed to certain confidential information and data of the Contractor. Such data and information shall be held by the Company, its employees and other contractors in the strictest confidence and shall not be disclosed to any other party except on a need to know basis. This obligation is a continuing one and shall survive the completion/termination of this Contract.



However, nothing herein shall deprive the Party receiving any confidential information (“Recipient”) of the right to use or disclose such information which:

- a) is, at the time of disclosure, known to the public;
- b) lawfully becomes at a later date known to the public through no fault of Recipient;
- c) is lawfully possessed by Recipient before receipt thereof from party disclosing the same (“Disclosing Party”);
- d) is disclosed to Recipient in good faith by a third party who has an independent right to such information;
- e) is developed by Recipient independently of the information disclosed by the Disclosing Party; or
- f) Recipient is required to produce by an order of the court.

#### **42. EVALUATION CRITERIA**

Price evaluation of bids received will be done on ‘overall lowest quote’ basis put together sum totals of all the tables.

#### **43. CURRENCY OF QUOTE**

Indian bidders have to quote in INR only. Foreign bidders can quote either in USD or EURO. Bidders must specify currency of Quote accordingly in the Price Bid.

#### **44. EARNEST MONEY DEPOSIT**

Bidders must submit an interest free **EMD** for participating in any segment(s) of this tender, vide a Demand Draft drawn on an Indian Scheduled Bank / Wire Transfer (Only for vendors based outside India), for a **Net** amount of Rs. 1,00,000 (for Indian Bidders) / USD 1,536 (for Foreign Bidders, any banking charges, etc. have to be borne by bidders) in favour of Bharat PetroResources Limited payable at Mumbai. Please note that wire transfer shall be allowed only for foreign bidders.

Bidders submitting their bids against more than one of the aforesaid four segments can submit the total EMD amount due (being the sum total of EMDs due against the various concerned segments) through one single Demand Draft / Wire Transfer.

The bank details for remitting EMD by foreign bidders are as follows:

**Bank Name:** BNP Paribas; **Branch Name:** Fort, Mumbai; **Branch Address:** French Bank Building, 62, Homji Street, Fort, Mumbai-400001; **USD Account no.:** 0900911578100148; **Swift Code:** BNPAINBBXXX.

Physical Instruments (DD) have to be sent to the below mentioned address before the due date and time mentioned in the tender:

*Mr. Arun Shahi/ Mr. Tarun Dey  
Bharat PetroResources Ltd.  
9<sup>th</sup> Floor, Maker Towers-E Wing,  
Cuffe Parade,  
Mumbai 400005*

The EMD should be submitted in physical form in a sealed cover addressed to Mr. Arun Shahi / Mr. Tarun Dey, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name and Name of Segment(s) for which bid is being submitted, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

In case of wire transfer also, remittance has to reach in our account mentioned above on / before the due date & time and intimation of wire transfer details has to be sent to below mentioned E-mail Id, well in advance before the due date & time mentioned in the tender.

[arun.shahi@bharatpetroresources.in](mailto:arun.shahi@bharatpetroresources.in)  
[dey.tt@bharatpetroresources.in](mailto:dey.tt@bharatpetroresources.in)

Cheques, Cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid Form.

#### **45. EXEMPTION FROM EARNEST MONEY DEPOSIT:**

**Micro and Small Enterprises** registered with 'District Industries Center' or 'Khadi and Village Industries Commission' or 'Khadi and Village Industries Board' or 'Coir Board' or 'National Small Industries Corporation' or 'Directorate of Handicrafts and Handloom' or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the tender shall be exempt from payment of Earnest Money Deposit. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the documents has to be sent to above mentioned address /dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of : i) Vendor withdrawing or altering its bid during the bid validity period; ii) Non-acceptance of LOI/Order, if and when placed; iii) Non-payment of 'Performance Security Deposit' amount within the stipulated period of 15 days from date of LOI/LOA/Mobilization Notice whichever is earlier; iv) Submission of forged documents etc. as per tender conditions. EMD will be returned/refunded to unsuccessful bidders after award of contract. EMD of the successful bidder will be released after submission of 'Performance Security Deposit.'

#### **46. PERFORMANCE SECURITY DEPOSIT**

To ensure performance of the contract and due discharge of contractual obligations, the successful contractor will have to provide security deposit of 10% of the contract value.

This Security deposit has to be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format within 15 days from date of issue of LOI/LOA/Mobilization Notice, whichever is earlier.

#### **47. INFORMATION ABOUT PRICE BID:**

- a. To facilitate evaluation and comparison, all bid prices expressed in currencies other than Indian Rupees shall be converted to Indian Rupees at bill collection selling market rate of relevant foreign exchange, declared by the State Bank of India on the date of opening

of the Price Bids.

- b. Bidders shall specify currency of quote in their online price bid.
- c. If bidder quotes zero (0) against unit rate of any item of the price bid then bidder will have to provide such item free of cost to BPRL.

**48. VENDOR MASTER DATA**

Bidders have to submit company details like 'Type of Company', PAN, CST/VAT, Service Tax No. etc. as per the formats given in the tender along with relevant supporting documents.

**49. NON-APPLICABILITY OF GCC CLAUSES**

The following Clauses / part of Clauses of the 'General Conditions of Contract' shall not be applicable for this tender:

- (i) Definitions at S. No. 5, 6, 8, 10, 18 and 19 of Section I.
- (ii) Clause Nos. 2.2, 2.3, 2.4, 3.3, 3.4, 4.2, 4.3 and para 2 of Clause 4.4 of Section II.
- (iii) Clause No. 6.
- (iv) Clause Nos. 15.1, 18.1, 18.5, 19, 21, 22, 24, 26, 27, 30, 33, 35, 36, 37, 38, 39, 40, 41, 43 and 44 of Section IV.
- (v) Clause Nos. 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 of Section V.
- (vi) Clause Nos. 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 of Section VI.
- (vii) Clause Nos. 83 and 85 of Section VII.
- (viii) Clause Nos. 88 and 91 of Section VIII.
- (ix) Section IX

*End of Part 4*

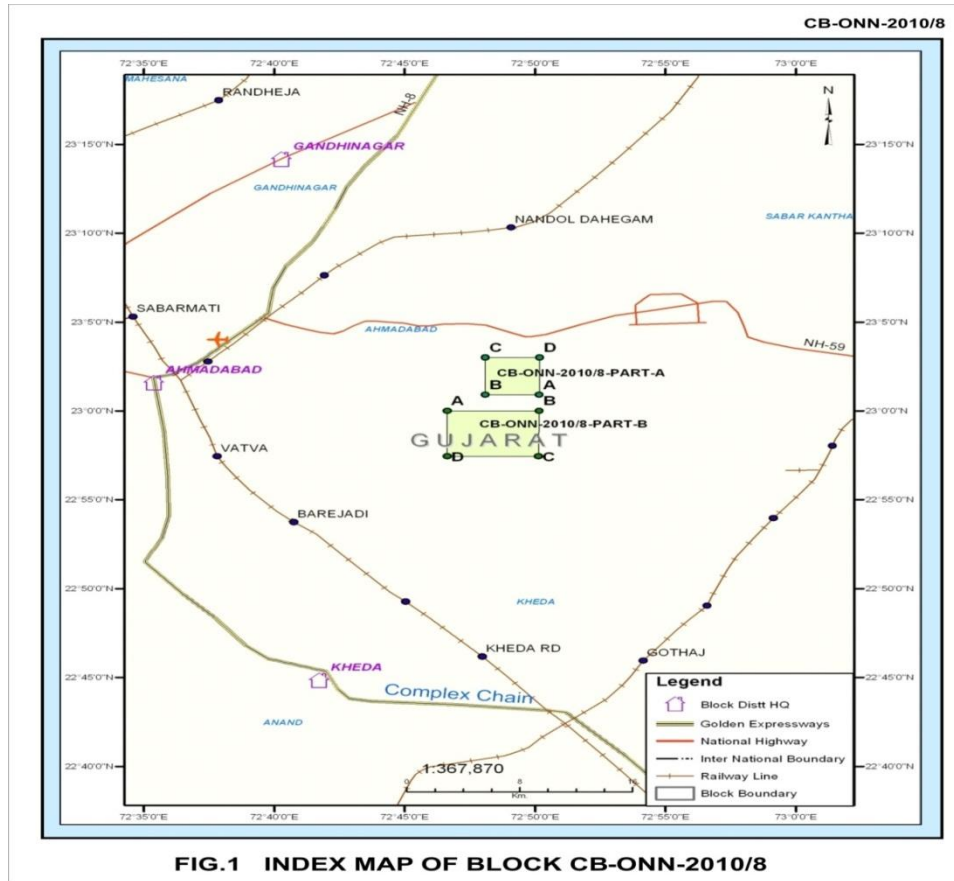
## PART – 5

### SCOPE OF WORK

#### 1. INTRODUCTION

BPRL has started its exploratory drilling campaign for 6 wells in the block from Q4 2015 - 2016. At present BPRL had completed drilling of 5 wells and testing of four wells. The wells are vertical and directional in nature exploration wells with a approx depth of 2100m. The wells are planned to be tested in case of identification of prospective hydrocarbon bearing zones. All works to be conducted as per the international practices and standards. The specifications provided in this scope of work are general in nature, based on available information and variations may be made by the Company at its discretion.

The Block CB-ONN-2010/8 lies in the Ahmedabad-Mehsana Tectonic block of the Cambay Basin and covers an area of 42 Sq. Km. Index map of Block CB-ONN-2010/8 is given below:



**FIG.1 INDEX MAP OF BLOCK CB-ONN-2010/8**

The area is well connected by all-weather roads. The block is located to the South-South East of Gandhinagar city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No. 8 and 59 passes in the vicinity of the block. The nearest international and domestic airports are located at Ahmedabad situated in the proximity of the block. The towns Ahmedabad, Sabarmati, Gandhigram, Vatva and NandolDahegam lie in the vicinity of the block and are interconnected by railways.

## 2. WELL CASING DATA

The drilling campaign for 6 wells has commenced from Q4 2015-2016. The tentative Well program for the projected wells is given below:

Hole Size	Casing/Liner Size	Depth, M BRT (Tentative Depth Range)	Proposed Mud system	Mud Weight, ppg
17.1/2"	13.3/8", 54.5 lbs/ft, K-55	0-545	PHB	8.8 - 9.0
12.1/4"	9.5/8", 47, lbs/ft, N-80	0-1770	KCL- Polymer/PHPA	9.0-11.8
	9.5/8", 40, lbs/ft, K-55	0-1180		9.0-11.8
8.1/2"	5-1/2", 17 lbs/ft, N-80	1697-2070	KCL- Polymer/PHPA	11.8 -11.9
		0-2070		11.8 -11.9

The general well data for planning purposes are given below:

Temperature : Consider 3.6° C per 100m + Max surface temperature of 35° C

Pore Pressure : Hydrostatic Pressure + 20% max

H<sub>2</sub>S : Nil

CO<sub>2</sub> : Nil

### 3. TESTING STRING

Any of the following may be used as test strings for conducting well test.

Casing/Liner Size	Test String
5-1/2" Casing/Liner	<ul style="list-style-type: none"><li>• 2-3/8" D/Pipe (2-3/8" IF connection)</li><li>• or 2-7/8" EUE Tubing</li><li>• or Combination of above</li></ul>
9-5/8" Casing	<ul style="list-style-type: none"><li>• 2-3/8" D/Pipe (2-3/8" IF connection)</li><li>• or 2-7/8" EUE Tubing</li><li>• or 3-1/2" D/Pipe (3-1/2" IF connection)</li><li>• or Combination of above</li></ul>

### 4. TESTING FLUID

NaCl/CaCl<sub>2</sub> brine is likely to be used as the testing fluid. The equipment proposed should be compatible for this.

### 5. SCOPE OF WORK

- 5.1. BPRL has planned to hire Nitrogen Pumping Unit equipment / tools & services for testing of upto (four) 4 wells in the Block CB-ONN-2010/8 located in the state of Gujarat. The actual number of wells in which testing to be carried out shall depend upon the evaluation and interpretation of e-logs obtained during drilling of the aforesaid wells. The equipment provided by the Bidder will be utilized by Company for carrying out well testing operations in vertical/ Directional wells. Well depths where necessary operations are to be carried out in the depth range of 0-2100 meters. Maximum working pressure will be of 5,000 psi. Depths of the wells, where operations are to be carried out, may somewhat increase or decrease. The quantities mentioned in the price bid are indicative and are for services for two wells only.

### 6. GENERAL REQUIREMENT

- 6.1. The Contractor shall be responsible for provision of Nitrogen Pumping Unit (NPU) on Callout basis to unload well fluid for well activation purpose.
- 6.2. The offered unit shall be capable of pumping up to 180000 SCFH of gaseous nitrogen and pressure up to 10,000 psi.
- 6.3. The contractor shall provide competent Nitrogen Pumping Operator running, servicing, testing and any other service required to ensure an efficient operation of Nitrogen Pumping Unit. In addition to running, servicing, and testing of NPU, Nitrogen Pumping Operator shall also be responsible for onsite job planning, preparation for the job including necessary rig up of bidder's equipment, preparation of job report including consumption details etc.
- 6.4. The Contractor shall provide technical support to the Company in job planning and design and to provide post job reporting. Provision of technical support for planning and designing of nitrogen job is in the Scope of Bidder. Bidder to quote accordingly considering the cost of manpower or software required for the same. .

- 6.5. The bidder shall submit all technical manuals, drawings, job safety assessment (JSA), standard operating procedures etc for all the offered equipment along with the bid.

## 7. TECHNICAL SPECIFICATION OF NITROGEN PUMPING UNIT

### 7.1. Equipment Specification

Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control for well activation purpose. The unit shall meet the following minimum requirement:

- **Max. Working Pressure (psi)**- 10000 psi
- **Max. Flow Rate (SCFH)**- 180000 SCFH
- **Discharge Temperature**- 70-104 Deg F

### Liquid Nitrogen Tank

The minimum capacity of liquid nitrogen tank shall be 2000 US Gal and Maximum working pressure of the tank shall be 50 Psi at maximum temperature of 300 deg F. The tank shall meet the following minimum requirement:

- Stainless steel inner vessel with necessary safety arrangement.
- The tank should meet the following specification and regulation.
  - a. Compressed Gas Association (CGA) pamphlet 341 and Section VIII, Division 1.
  - b. American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code.
  - c. The static and Mobile Pressure Vessels (Unfired) Rules,1981, India.
- To fit tank gauge panel that would include Liquid level gauge (Differential type)and Tank vapour pressure gauge.

### Power Package/Engine

High speed diesel engine with BHP as per the design load. Engine should be of minimum EURO III / EU Stage III A or equivalent norms.

### LN2 Triplex Plunger Pump

Hydraulically driven, reciprocating high pressure triplex pump.

- **Maximum Capacity**-180,000 SCFH (85 m<sup>3</sup>/min) of gaseous Nitrogen equivalent LN2
- **Maximum Pressure**-10,000 Psi

**LN2 Centrifugal Pump**      Hydraulically driven LN2 booster pump suitable for pumping LN2 from nitrogen storage/transport tank to high pressure LN2 triplex pump.

**Vaporizer/Heat Exchanger**      Should be capable of handling Nitrogen Flow rate 180,000 SCFH (max) with Max. Working Pressure 10000 psi to raise the temperature of the discharged Nitrogen upto 104 Deg F. Pressure drop between the inlet and the outlet of the vaporizer should not more than 500 psi.

**Instrumentation & Controls**      Local control panel containing all necessary instrumentation and controls to ensure safe, efficient, reliable operation. All controls shall be immediately accessible to the operator.

**Piping**      All cryogenic piping suction and discharge is type 304 or 316 stainless steel to assure operation of minimum 200' length.

**Connection details**      Connection details of flow head/X-Mas Tree/Tubing Head Side Outlet are as follows:

1. Flow Head- Not known as of now.
2. X-Mas Tree -2-1/16", 5 M Flanged Connection and/or 2" 1502 Weco connection
3. Tubing Head Side Outlet-2-1/16", 5 M Flanged Connection and/or 2" 1502 Weco connection

Bidder shall provide necessary crossovers for connecting their N2 line with the flow head/X-Mas Tree/Tubing Head side outlets

**Hose Details**      Bidder shall provide adequate number and length of transfer hoses to ensure uninterrupted supply of LN2 to the pumping unit.

**7.2.** Contractor shall be responsible for refilling of the nitrogen tanks to ensure uninterrupted supply of nitrogen during production testing of a well. Source of refilling may be decided by the Contractor as per their convenience. All statutory clearances are to be obtained by the Contractor.

## **8. AGE OF EQUIPMENT**



The age of the equipment should not be more than 6 years as on the date of techno-commercial bid opening. In case of refurbished equipment the acceptable age limit shall be 8 years provided the equipment have been refurbished and recertified by reputed surveyors like DNV/LLOYDS/TUBOSCOPEVETCO/ABS/ BV within last two years from the date of tender opening. All credentials like manufacturing documents, certificates, linking serial nos. embossed on the equipment offered with detailed specifications must be submitted before mobilizing the equipment and also at the time of on-hire survey. Bidder has to confirm the same in the techno-commercial bid.

## 9. PERSONNEL

9.1. The contractor shall provide a team of technically qualified and experienced personnel as below who will be responsible for operation and maintenance of Nitrogen Pumping Unit and providing the required services safely and successfully:

a. **Liquid Nitrogen Operator:**

- He shall be science graduate/engineering diploma holder or equivalent, with sound health and have minimum of 05 years of work experience in operation and maintenance of Nitrogen Pumping Unit in oil/gas wells.

Or

He shall be High School or equivalent passed with sound health, must have minimum of 10 years of experience in operation and maintenance of Nitrogen Pumping Unit in oil/gas wells.

- He should be capable of writing and speaking English.
- He should be conversant with well control methods to take independent decisions in case of well emergencies.

b. **Liquid Nitrogen Helper:** LN2 Helper shall be High School Passed and ITI or technical certificate holder with a minimum of 1 year experience in operating LN2 Pumping unit in oil & gas wells. He will assist to operator during operation. He, preferably, should be capable of writing and speaking English and local language.

9.2. Bidder shall submit a list of personnel with bio data (at least two for each position) who are likely to be deployed for the subject services to BPRL for approval. They should fulfil the above qualifications and experience.

**10. RESPONSIBILITY MATRIX FOR EQUIPMENT AND SERVICES**

Sl. No.	Item	Provided by		At the cost of	
		Contractor	Company	Contractor	Company
1.	Mobilization, loading and unloading of Contractor's Equipment(s) from place of origin to site/Contractor's warehouse	√		√	
2.	Transportation of Contractor's Equipment from one site to another site/ Contractor's warehouse	√		√	
3.	Crane as available at Site		√		√
4.	License for import & re-export, and Customs clearance of Contractor's Equipment including Tools, Materials, if any	√		√	
5.	Any other consumables (like Diesel, lube oil etc) required for execution of Job	√		√	
6.	Transportation of Contractor's personnel from base to site and back	√		√	
7.	Obtaining necessary travel documents, visas, security clearance and medical formalities for Contractor's Personnel	√		√	
8.	Food & Accommodation of Contractor's personnel	√		√	
9.	All personal safety equipment for Contractor's Personnel	√		√	
10.	Power (as available at site) and water for operation of Contractor's		√		√

	Equipment at Site				
11.	Security of Contractor's Equipment at the rig site	√		√	
12.	Provision of Backup Tools/Equipment, necessary servicing, repair and replacement of Contractor's Equipment	√		√	
13.	Sufficient Nos of Chicksans, Loops, X-Overs etc required for Hook Up of Contractor's Equipment	√		√	

## TECHNICAL SPECIFICATION OF NITROGEN PUMPING UNIT (NPU)

TABLE-1: NITROGEN PUMPING UNIT (NPU)

S.No.	Items	UOM	Qty	Bidder's Specification	Quoted/ Not Quoted
A.	<b>Equipment on Rental Basis</b>				
1.	Self propelled or Skid Mounted, Self contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) and vaporizer system, complete with triplex liquid Nitrogen pump, centrifugal charge pump, liquid nitrogen vaporizer, engine and all necessary instrumentation and control	Set	1		
B.	<b>Consumables</b>				
2.	Liquid Nitrogen	US Gal	12000		

**TABLE-2: PERSONNEL FOR NITROGEN PUMPING UNIT**

S. No.	Description	Nos.	Quoted/ Not Quoted
1.	Liquid Nitrogen Operator	1	
2.	Liquid Nitrogen Helper	1	

**Note:**

1. Bidder shall quote for all equipment/ items/ services.
2. Bidder shall keep sufficient spares, consumables, tools etc. for repair of its equipment at Wellsite or at their base in close vicinity to the working site.
3. The number of personnel specified above in Table-2 is the minimum number of personnel required by Company for each of the aforesaid two categories. However, if bidder requires more number of personnel in the aforesaid categories or personnel of any additional category for ensuring uninterrupted/efficient performance of services, bidder should build-up the cost of such additional personnel within the aforesaid two categories and strength only but specify the additional number of personnel/additional categories of personnel required by it in its techno-commercial un priced bid. Any additional charges / cost will not be payable by Company for additional number of personnel required by bidder for uninterrupted/efficient performance of services unless agreed by Company in writing. As such, Invoicing for deployment of personnel shall be done by Contractor limited to the aforesaid two categories and number of personnel specified in Table-2. Bidder to quote prices accordingly.
4. In case a bidder, after having declared in its techno-commercial un priced bid, its requirement for additional personnel for efficient/uninterrupted provision of services, is found to be responsible for short-deployment of personnel vis-a-vis its declared strength, its concerned invoices shall be paid on proportionate basis.
5. Company will evaluate the price bids for the categories/qty/ nos. specified in Price Bid Format.

*End of Part 5*

## **PART – 6**

### **HEALTH, SAFETY, SECURITY & ENVIRONMENT** **SITE SAFETY REGULATIONS**

#### **GENERAL**

Contractor shall ensure that all the site activities adhere to safe working practices and guard against hazardous and unsafe working conditions and shall comply with owner's safety rules as set forth herein.

#### **SAFETY REQUIREMENTS: HEALTH, SAFETY, SECURITY & ENVIRONMENT**

##### **1.0 HEALTH, SAFETY, SECURITY & ENVIRONMENT POLICY OF BPRL.(BPRL, as a wholly owned subsidiary of Bharat Petroleum Corporation Ltd (BPCL), adopts BPCL 's HSSE Policy)**

The objective of this document is to provide and establish safe & environment friendly work practices at all working sites as per our corporate health, safety and environment policy given below.

#### **Commitment**

Together, we have the highest concern and commitment for protecting the Health and Safety of all employees, contractors, customers and the communities in which we operate and for conservation of the Environment.

We will comply with all Statutory Regulations and may even go beyond these for the benefit of our environment.

We consider Health, Safety and Environmental aspects are an integral part of our business planning and operation processes.

#### **Policy**

Based on these guiding principles, we shall:

**Demonstrate our commitment by .....**

- Providing and maintaining safe facilities and working conditions.
- Recognizing that all employees have responsibility for their own safety and actions which could affect the safety of others.
- Adoption of appropriate technologies to minimize the impact of our activities on the Environment.

### **Establish clear objectives and targets to ...**

- Improve continuously for prevention of accidents & occupational illnesses and minimizing any impact of our activities on the environment.
- Promote learning through training and sharing of experiences and best practices; including with contractors, customers and the public, wherever required.
- Inculcate values and attitudes conducive to achieve excellence in Health, Safety and Environmental performance.

### **Provide means to achieve our mission by ...**

- Assigning clear roles and responsibilities at all levels and periodically reviewing and recognizing contribution to HSE objectives.
- Allocating adequate resources.
- Fostering a spirit of participation by all employees in Health, Safety and Environmental conservation efforts.
- Creating appropriate forums for deliberations on Health, Safety and Environmental issues.

### **Monitor performance by .....**

- Periodically auditing work processes, systems & practices and promptly correcting deficiencies.
- Incorporating HSSE performance as a parameter for assessing the overall performance of Employees, Business Units, Contractors and Business Associates.

Commensurate with above corporate HSSE policy, policy of BPRL to ensure health, safety and environmental protection at all exploration sites of BPRL is as under:

- i. Adopting sound and safe engineering practices for each project at design and execution stage.
- ii. Taking due care to not cause any intentional damage to the environment during process

of oil exploration or material handling or both.

- iii. All major projects shall be audited by a multimember team. The time gap between two consecutive safety audits at long duration project sites shall be around six months.
- iv. Every audited exploration site and material warehouse shall conform to audit recommendations through compliance report to HQ.
- v. Every near miss and accident at the site shall be reported immediately on-line by official present at incident location.
- vi. Investigation of any accident at construction site shall be done by a multimember team to determine root cause of accident and to recommend necessary changes in ground condition to prevent repetition of similar incident.
- vii. Workshop for contractors on Factory act, Minimum wages act, ESI & EPF acts, Contract labour and Building workers acts.
- viii. Workshops for contractors on industrial first aid procedures.
- ix. Increasing awareness through holding competitions among all categories of staff and contract workers on safety slogan, safety suggestions and detection of unsafe conditions and near misses.
- x. Delivering safety talks and holding safety committee meetings periodically with active participation from workers.
- xi. Observing National Safety Week and Fire Service week and World Environment day appropriately.

### **1.1 IMPLEMENTATION OF SAFETY & ENVIRONMENTAL REGULATIONS**

The contractor shall ensure that the contractor at his own expense arrange and comply with all safety provisions as stipulated by BPRL / Bureau of Indian Standards / Electricity act / OISD / State Pollution Control Board and other acts as applicable in respect of all personnel, directly or indirectly employed by contractor for the work. The contractor shall ensure that he, and workers employed by him or his agents shall comply with all safety / environmental regulations issued from time to time by BPRL.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the safety & environmental requirements. If any injury to workers or loss or damage due to accident and / or environmental pollution to any property or a portion thereof occur as a result of failure on part of the contractor to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep BPRL harmless and indemnified.

## **23 OISD & BIS CODES OF PRACTICES**

The contractor shall abide by the following OISD codes wherever applicable:



- i. OISD – STD -105 Work Permit System
- ii. OISD – GDN – 192 Safety Practices During Construction
- iii. OISD- GDN-232 Identification of Hazards and Control Measures in E&P Industry

The contractor shall abide by the following BIS codes wherever applicable:

- 1) IS: 3764-1992- Excavation work-code of safety.
- 2) IS: 4014 (Part 1&2)-1967-Safety regulations for steel tubular scaffolding.
- 3) IS: 3696 (Part 1) -1987-Safety code for scaffolds.
- 4) IS: 3696 (Part2)-1987 –Safety code for Ladders.
- 5) IS: 7293-1974-Safety code for working with construction machinery.
- 6) IS: 4081-1986-Safety code for blasting and related drilling operations.
- 7) IS: 3016-1982-Code of practice for fire precautions in welding and cutting operations.
- 8) IS:4130-1991-Demolition of buildings-Code of safety.
- 9) IS: 5216(Part 1&2)-1982-Reccommendation on safety procedures and practices in Electrical work.
- 10) IS: 5121-1969-Safety code for piling and other deep foundations.
- 11) IS: 10667-1983-Guide for selection of industrial safety equipment for protection of foot and leg.
- 12) IS: 1989 (Part 2)-1986-Leather safety boots and shoes for heavy metal industry.
- 13) IS: 6994(Part 1)-1973-Specification for safety gloves: Part1-Leather and cotton gloves.
- 14) IS: 2925-1984-Specifiation for industrial safety helmets.
- 15) IS: 3521-1983-Industrial safety belts and harnesses.
- 16) IS :6647-1972 Specification for Drill Pipes for use in oil and natural gas wells

### **3.0 LEGISLATION ON ENVIRONMENTAL POLLUTION CONTROL**

*The contractor shall abide by the following legislation wherever applicable:*

- 1) Water (Prevention & Control of Pollution) Act 1974 & Rules.
- 2) Air (Prevention & Control of Pollution) Act 1981 & Rules.
- 3) Environment (Protection Act) 1986 & Rules
- 4) Hazardous Wastes (Management & Handling) Rules 1989
- 5) Public Liability Insurance Act 1991 & Rules.
- 6) Noise Pollution (Regulation & Control) Rule, 2000

#### **4.0 STATUTORY REQUIREMENTS**

Relevant statutory requirements, as per the following, as amended from time to time, inter alia, are applicable for hazard identification, risk evaluation and establishing control measures in E&P industry:

- **The Oil Mines Regulation 1984 (OMR).**
- **For environment related regulatory requirements refer OISD-RP-201.**

Additionally, all statutory requirements notified by the Central Government or States, from time to time, shall be complied with, as applicable.

#### **5.0 BPRL'S OBLIGATIONS ON SAFETY & ENVIRONMENT**

The layout planning of the site shall be done by BPRL. Disaster Management Plan for the site shall be prepared in consultation with BPRL wherein the contractor shall be assigned a role, which shall be obligatory.

#### **6.0 CONTRACTOR'S OBLIGATIONS ON SAFETY & ENVIRONMENT**

Any safety & environmental impact mitigation action plan prepared by BPRL shall be binding on contractor and the contractor shall adhere to the same.

The following practices shall be mandatory on part of contractor

#### **7.0 SAFETY POLICY OF CONTRACTOR**

The contractor shall have a safety policy, which shall deal with the following issues

- Arrangements for training at all levels with particular attention to key workers such as workers working at height, crane operators etc, whose mistakes can be especially dangerous to other workers.
- Safe methods or systems of working in hazardous condition.
- The duties and responsibilities of supervisors and key workers.
- System to circulate all information / instructions / policies.
- Arrangements for setting up of safety committees.
- The selection and monitoring of sub-contractors (if any).
  
- The upkeep and maintenance of tools/machineries/safety appliances in perfect working condition.
  
- Feedback system and corrective measures wherever required.

#### **8. ENVIRONMENT POLICY OF CONTRACTOR**

The Contractor shall have an environmental policy, which shall deal with following matters

- Commitment not to cause adverse impact on ecologically sensitive areas.
- Environmental Impact mitigation measures.
- Feedback system & corrective measures, wherever required.

## **9. ROLE OF SAFETY CUM ENVIRONMENT HSE IN-CHARGE (To be provided by Contractor)**

The contractor shall ensure that the designated person possessing required experience and skill in safety and environmental issues as “Safety cum Environment In-charge”. His main duties shall consist of

- Observance of safety action plan for the work and conditions stipulated in the tender/agreement.
- Providing and maintenance of safety facilities like access roadways, pedestrian routes, barricades and overhead protection.
- Providing and installation of safety signs.
- Circulating safety practices for each trade.
- Testing of lifting machineries such as cranes and goods hoists and lifting gears such as ropes and shackles and obtaining certification from competent authority.
- Inspection and maintenance of access facilities such as scaffolds and ladders.
- Inspection and cleaning of welfare facilities such as toilets, clothing, accommodation and canteens.
- Explaining the relevant parts of the safety plan to each worker group.
- Playing role in Disaster management plan.
- Identifying unsafe practice / equipment and rectifying the same.
- Dissemination of information on safety and environment protection
- Attending safety committee meetings and implementing all decisions taken by safety committee.
- Ensuring proper use of personal protective equipment.
- Delivering Safety talk to workers.
- Implementing all Environmental Impact Mitigation measures.

## **10. ROLE OF SUPERVISOR**

Good planning and organization at work site and assignment of clear responsibility to supervisors are fundamental to safety and environment protection. Each supervisor shall ensure within his field of competence and domain the following:-

- Working condition and equipment are safe.
- Workplace safety is ensured.
- Workers are trained for the job they are supposed to do.
- Workplace safety measures are implemented.

- The best alternative to ensure safety and environment protection is adopted within available resource and skill.
- Necessary personal protective equipment are available and used by workers.
- Safety caution boards are displayed at right place.
- Unsafe practices are eliminated.
- Arranging rescue of workers, in case of accident.
- Playing his role in disaster management plan.
- Arrange tool box safety meeting frequently.
- Informing safety cum environment in-charge in case of any violation of safety practices.
- Informing safety cum environment in-charge in case of any violation of Environmental Impact Mitigation measures.

## **11. ROLE OF WORKER**

Every worker shall follow safety practices and environmental impact mitigation measure conveyed to him by the contractor's supervisor. He shall take care of his tools and use personnel protective equipment in accordance with safety practices.

## **12. SAFETY COMMITTEE AT SITE**

The safety committee shall include representative of BPRL, representative of contractor identified as safety cum environment in-charge and representatives of various trades from workers. Ratio between BPRL representatives and that of contractor and various trades taken together shall be 1:1.

### ***Model code of practice:***

Safety committee is a key part of safety in the workplace. They shall accomplish the following

- a) Central focus: Overall look at safety requirements and to foresee problems that might otherwise cause difficulties.
- b) Sounding board. The committee is a visible and approachable body for safety or environmental complaints, suggestions, and the like.
- c) Central coordination. The coordination of safety training activities shall be accomplished by the safety committee.

An effective safety committee encourages safety awareness, gets a large number of employees actively involved in the safety program over time, helps motivate employees to follow sound safety practices. An effective employee safety structure provides a feedback mechanism to identify and correct new safety hazards at the earliest stage. Once the safety committee structure is in place and working well, it is a natural vehicle for employee involvement, preparation and introduction of new safety rules, new preventative practices, and safety procedures on new equipment.

Primarily safety committee shall look in to following:

- a) Detection of Hazard and determination of risks to workers, equipment, property and environment.
- b) Deciding actions to mitigate risks
- c) Drawing Disaster Management Plan
- d) How the committee can help management to enforce safety rules and environmental Impact mitigation measures.
- e) How to implement safety suggestions
- f) How to ensure compliance from workers.

Ideally safety committee members should play following roles:

- a) Set a good example. Committee members must set a good example. They must be above average in their safe work habits and their positive attitude about safety and environment.
- b) Be visible. Names of safety committee members should be posted prominently in their departments.
- c) Conduct safety inspections. Safety committee members should perform safety inspections. Members know the safe—and the unsafe—way to perform the jobs. Hence, they are right men to correct unsafe situation.
- d) Investigate accidents. Safety committee should investigate all lost work day accidents and record the findings.
- e) Hold regular meetings. Safety committees must meet at least once a month, and for their meetings to be effective the following matters must be considered:
  - Safety cum environment in-charge shall in general act as chairperson cum secretary
  - Preparing agenda & issuing in advance of the meeting to:
    - keep discussions on track
    - allow members to prepare for the meeting
    - Issuing Minutes within two days containing:
      - written summary of proceedings
      - names of attendees
      - number of absentees
      - responsibilities for implementation assigned

- timing of implementation assigned
- cost of implementation
- any approvals required
- completed recommendations
- uncompleted recommendations
- accident review (if any)
- safety training activities

Duties of Safety Committee members shall be as under:

- Work safely yourself—set the example in the site.
- Attend and actively participate in safety committee meetings.
- Speak to your fellow workers if you believe that they are engaged in an unsafe work practice; report things which you feel you can't handle.
- Listen to employee suggestions about safety and bring those that appear to have merit to the notice of safety committee.
- Before each safety committee meeting review minutes and open items affecting your section of job and have answers or a progress report on each item for the meeting.

***Model code of practice for Safety Talks:***

Safety talks should be delivered by any one of Safety Committee members by rotation. Duration could be anything depending on interest of audience and capacity of speaker to deliver oration.

The speaker may like to use this opportunity to convey various decisions taken in Safety Committee to workers. He may prepare talk on following suggested topics or any topic of his choice but of relevance. Political or human relation related topic must not feature in Safety talks.

- i. Housekeeping
- ii. Use of Safety Shoes
- iii. Use of Safety Helmet
- iv. Wearing of Safety Harness
- v. Safety from Cement and stone dust.
- vi. Checking scaffold before climbing

- vii. Right use of ladders.
- viii. Use of materials and tools while on scaffold.
- ix. Fall protection, i.e. toe boards, anchoring of safety harness, positioning of safety net.
- x. Handling of Asphalt
- xi. Precautions during excavation.
- xii. Electrical faults.
- xiii. Safety from hanging live wires and high tension lines.
- xiv. Entering confined space.
- xv. Safety from toxic materials and fumes.
- xvi. Right posture for lifting weights.
- xvii. Slipping, tripping, drowning and falling hazards.
- xviii. Eye protection from arc welding and dust.
- xix. Precautions during operation of lifting appliances.
- xx. Safety during erecting shuttering.
- xxi. Safety during stripping of shuttering.
- xxii. Safety during use of concrete mixers and pouring of concrete.
- xxiii. Precaution during demolition of any structure.
- xxiv. Right storage of safety belts and other PPEs.
- xxv. Working on steep roof.
- xxvi. Safety from vehicles.
- xxvii. Need of communication and looking for safety of one another.
- xxviii. Look around safety.
- xxix. Air and water pollution.
- xxx. Nearby medical facilities.
- xxxi. Sun stroke and remedies

- xxxii. First aid in case of injury.
- xxxiii. Protection from AIDs.
- xxxiv. What to do if accident happens.

### **13. WORKING CONDUCT**

No one shall enter any part of the worksite other than for the purpose of carrying out the work. Contractor's personnel shall abide by all rules and regulations stipulated, including the following:

- Smoking inside the premises of a working location is strictly prohibited.
- No Child labour to be engaged.
- No source of ignition shall be taken to job site unless covered by a Hot Work Permit.
- Personnel must also strictly adhere to the approved protective clothing and equipment requirements.
- It is essential that good housekeeping is practiced at all time to keep the work area neat and clean. No material on any of the site of work shall be so stacked or placed as to cause danger and inconvenience to any person.
- Consumption of liquor, drugs or any other intoxicating substances are totally banned.

### **14. SITE PLANNING AND LAYOUT**

Proper advance planning shall be done in all matters including the following:

- Details regarding location of workshop / quality control laboratory / store yard / electrical installations / construction machineries, medical and welfare facilities, lighting etc. shall be decided and identified.
- The working sequence.
- Clear access to work location.
- Identifying and providing emergency exit.
- Displaying warning notices at vulnerable locations and routes for vehicles.

### **15. HOUSE KEEPING**

- Maintain tidiness during construction by cleaning up rubbish/scrap/spilled oil and grease.
- Removing or hammering down any nails projecting from timber etc.
- Arrange all machinery such as welding machine, generators, cutting machine etc. in such a way that equipment are segregated and protected.
- Check all machines at periodic intervals.
- Do not accumulate saw dust and other combustible waste to avoid fire.



## **16. LABOUR ACTS:**

The Contractor shall comply with all provisions of applicable Labour Acts, such as

- a. The Minimum Wages Act 1948.
- b. The Factories Act 1948
- c. The Contract Labour (Regulations & Abolition) Act 1970
- d. The Building & other Construction Workers Act 1996.
- e. The Employees State Insurance Act 1948
  
- f. The Employees Provident Funds & Miscellaneous Provisions Act, 1952.
- g. Any other applicable Act.

## **17. LABOUR WELFARE MEASURES:**

The contractor shall extend all welfare measures to his workmen in line with provisions given in labour acts. Some of those are reproduced below:-

- First Aid box
  
- Treating injuries by a qualified and experienced medical practitioner.
- Arrangement for hospitalization, if needed.
  
- Payment of wages / PF / ESI etc. as per relevant labour act and maintaining proof of the same.
  
- Ensuring fitness of workers and maintaining hygiene.
- Arrangements for clean & cold drinking water.
  
- Separate toilet and washing and resting facilities for male and female workers.
  
- Canteen facility, if obligatory under contract labour act..
- Crèche, if obligatory under contract labour act.

## **18. PERSONAL PROTECTIVE EQUIPMENT**

Personal protective equipment shall be of approved make and are essential for avoiding injuries to workers on the job. A register showing stock and issue of PPE shall be maintained by the contractor. The most common personal protective equipment are described below.

### **18.1 SAFETY SHOES**

Suitable safety footwear conforming to relevant BIS code shall be worn by personnel, considering the nature of works and hazards such as:

- Risk of crushing by heavy objects.
  
- Penetration by sharp objects.
- Penetration by chemicals or harmful liquids.

- Weld spatter.

Leather safety shoes with steel toe caps shall be used for all heavy manual work. Shoes shall be abrasion resistant and suitable for wet and muddy conditions. Soles shall be slip resistant type.

Light low-cut leather safety shoes with slip resistant soles shall be used for climbing job. Gum boot shall be used while working with bitumen, chemicals, mud and muck etc.

## 18.2 HAND GLOVES

Hand gloves are mainly used to protect the hand from hazards of material handling, heat, and electrical shock etc. Various types of hand gloves are available. Some of those are described below:

- Flame-resistant gauntlet gloves made of leather or other suitable material. They may be insulated for heat.
- Rubber gloves suitable for working in low voltage, medium voltage and high voltage.
- Hand gloves made of asbestos for handling hot bitumen and other hot work.
- Hand gloves made of special material for protection against chemicals.

Hand Gloves shall conform to relevant BIS code.

## 18.3 SAFETY HELMETS

Safety helmets shall be of yellow colour with chin strap. All workers are expected to wear safety helmet while inside the construction site. Sufficient number of safety helmets shall be kept at site for visitors. Safety helmets used by helpers of excavators shall have suitable arrangement to carry load on head. Safety helmet shall conform to relevant BIS code.

## 18.4 SAFETY JACKET

All workers shall wear yellow colour jackets made of good quality cotton with trade name printed on back and front in bold letters. Safety cum Environment in-charge and supervisors shall wear jackets of green colour made of good quality cotton with designation printed on back and front in bold letters.

## 18.5 PROTECTIVE CLOTHING DURING WELDING AND HANDLING TOXIC/HAZARDOUS MATERIALS

Welders shall wear aprons or overalls and gloves made of flame resistant material. Hand held welding face shield shall be used for any welding job. Full face shield with respiratory filters shall be used for specialized welding jobs. For handling toxic or hazardous materials proper impervious overalls, gum boots, gloves; facemask and respiratory equipment like canister masks shall be used. All equipment shall conform to relevant BIS code.

## 18.6 GOGGLES

Goggles shall be used to avoid risk from:

- Flying particles / dust ingress.
- Chemical splash – Radiation glare.
- Hot sparks or metal splatter.
- Harmful vapors.
- Sand / grit blasting.

Goggles shall be single piece constructed of clear impact resistant plastic and fitted with adjustable elastic straps. Goggles shall conform to relevant BIS code.

### 18.7 HEARING PROTECTION

Hearing protection shall be worn by personnel involved with works in areas where noise level exceed 85 dB (A noise level beyond which normal conversation becomes difficult) on a continuous or regular intermittent basis.

Protection is available in two basic types; 1) an external cup type defender which fits over the outside ear and 2) internal disposable type of ear plugs usually made of compressible foam, which fits inside ear. Whenever practicable, equipment/operation generating high noise levels shall be fitted with sound mufflers and located at maximum possible distance away from any work place.

All equipment shall conform to relevant BIS code.

## 19. WARNING SIGNS AND BARRIERS

The contractor shall arrange necessary material to secure the work site and to warn the general public or other workers of hazards. This shall include

- Warning signs.
- Warning lights and signs in traffic control zone.
- Barricades around excavations including illuminating warning signs.

## 20. RESPIRATORY PROTECTION / MASK

Whenever there is doubt about the presence of toxic substances or the gases injurious to health, a respirator must be worn. The type of respirator to be used shall depend upon the hazard and work conditions.

The simplest masks are disposable paper types. These are only effective against nuisance dusts. There are three types of half-face masks with filters.

- For protection against airborne particles, e.g. stone dust, with a coarse filter fitted in the cartridge (these filters have a specific lifetime and should be changed as necessary).

- For protection against gases and fumes, e.g. when using paints containing solvents, with a filter containing activated carbon.
- A combination filter containing both a dust and gas filter. Cartridge must be replaced regularly.
- A full facemask could be fitted with the same types of filter, and it also protects the eyes and face.
- Self-contained breathing apparatus with a full-face mask fed with air at positive pressure is another alternative and it must be used in confined spaces and whenever supply of air or oxygen is insufficient.

Users must be trained in the use of self-contained breathing apparatus and must know the manufacturer's specifications.

All equipment shall be thoroughly checked prior to use to ensure:

- Oxygen Cylinders are full and gauges function correctly.
- All connections are proper
- Facemasks are in order.

All equipment shall conform to relevant BIS code.

## **21. SAFETY BELTS / HARNESES**

The majority of fatal accidents in construction sites are due to fall from height.

There are many types of safety belt and safety harness available depending on nature of work. A full safety harness should always be used in preference to a safety belt.

Safety belts / harnesses shall conform to relevant BIS code and worn by all workers working at a height greater than 2 meters above ground level.

## **22. LIFE JACKET AND LIFEBUOYS**

For working over or near large and deep-water body this life saving device should be used. Life Jacket shall be tested for leak and usefulness before start of work. It shall conform to relevant BIS code.

## **23. RAIN COAT**

Rain coat shall be provided to workers during rainy season. The colour of rain coat shall be yellow. It shall conform to relevant BIS code.

## **24. PRECAUTIONS IN ELECTRICAL WORK**

Electrical hazards are different from other types of hazard found in Exploration work because the human senses provide no advance warning. It is the voltage that determines the current

through the body. Since reduced voltage reduces the severity of electric shock, attempt shall be made to work with reduced voltage of 110 V wherever possible.

## **25. VEHICLE SAFETY (Not Applicable)**

## **26. SAFE OPERATION OF TOOLS AND EQUIPMENT**

The following four basic principles shall be applied for the safe use of hand and power tools.

- To choose right tool for the job
- To use only tools in good condition
- To use tools correctly, and only for the purpose they are intended
- To maintain and store tools properly.

- i. Electrical tools shall be checked to ensure that the supply voltage is as per requirement.
- ii. Electrical tools shall always be properly earthed.
- iii. High speed rotating equipment such as grinders shall be fitted with protective guards.
- iv. Static load on shoulder or arm due to continuous holding of a tool at a raised position or gripping of a heavy tool should be avoided
- v. Awkward wrist angles to be avoided
- vi. Uncomfortable posture and pressure on the palm or joints of the hand should be avoided.
- vii. Repair or discard the tool, if tool heads mushroom, tool jaws open out and cutting tools loose their edge
- viii. Tools handle should have a firm grip
- ix. Tools should be properly cleaned and stored
- x. Air connection to pneumatic tools should be clamped and secured properly.
- xi. Electrical cable/pneumatic tube should be protected against damage
- xii. Socket, terminal boxes, fuses etc. must be of high quality and properly covered and protected
- xiii. Correct fuse should be used for the electrical tools.
- xiv. Power tools shall never be left operating unattended.
- xv. Spark arrestor shall be fitted to all equipment exhausts where risk of presence of combustible gases exists.
- xvi. Periodical inspection shall be done.

## **27. WORKING OVER WATER**

Falling into water and drowning and getting carried away by water current is an ever-present danger when working over or adjacent to large water bodies. The following precautions should always be followed:

1. Working platform should be made secured and there shall be no tripping hazards such as tools, wires, timbers, bricks etc. Surface should not be slippery.
2. Access ladders, guard rail and toe board for the working platform should be firmly held.
3. Safety helmet should always be used.
4. A life jacket should be used
5. A safety harness or net shall be used.
6. Lifebuoys fitted with lifelines should be kept ready in hand for immediate use.
7. Availability of safety boat (motor driven with self-starter for tidal/fast flowing river) should be ensured.
8. Availability of alarm system should be ensured

## **28. WORK PERMIT SYSTEM**

If work is to be performed in a hazardous area, a duly authorized written work permit shall be obtained by the contractor from BPRL or any official duly authorized by BPRL for this purpose. This is a document authorizing contractor to carry out the work concerned, warning him of the possible hazards and spelling out precautions needed for the job to be done safely. The contractor shall be fully aware of the details of the work permit system and shall obtain the same signed by authorized person before starting the job. Based on the nature, the work shall be undertaken either under Cold Work Permit or Hot work / Entry to confined space permit or Electrical isolation and energisation permit.

Permits and certificates are to be issued by BPRL Engineer or any official duly authorized by BPRL for this purpose with overall responsibility for the work area.

### **28.1 COLD WORK PERMIT:**

Work falling under the category of cold work such as opening process machinery, blinding & deblinding, tightening of flanges, hot bolting, painting etc. shall be performed through Cold Work Permit.

This Permit shall be in minimum two copies. The original should be in yellow colour and the copy should have the word "Copy" printed in large yellow letters. Original shall be issued to the contractor, retaining the duplicate in the book.

### **28.2 HOT WORK / ENTRY TO CONFINED SPACE PERMIT:**

All hot work such as welding, grinding, gas cutting, burning, shot blasting, soldering, chipping, excavation, open fire, use of certain non-explosion proof equipment etc. shall be carried out through Hot Work Permit. Entry and operation of petrol or diesel driven vehicles or equipment

without spark arrester in hazardous area also falls in the category of hot work, and shall be performed under the hot work permit.

The confined space entry permit is required for the protection of personnel entering a confined space such as Vessels, boilers, storage tanks, large diameter piping etc against hazards such as oxygen deficiency, toxic and flammable materials, falling objects, power driven equipment etc. Excavation more than 1.2 meter deep, entry on floating roof tank when the roof is more than 3 meter down from the top, space located below ground level such as pits, drain, channels etc. also fall under the confined space.

For excavation work regardless of the depth, permission from various sections shall be obtained with precautions to be taken for the underground facilities viz. sewers, telephone lines, cables, pipelines etc.

This work permit shall be in minimum three copies. The original should be in pink colour and copies should have the word "COPY" printed in large pink letters. Original shall be issued to the contractor, duplicate to the Safety Section and triplicate retained in the book.

### 28.3 ELECTRICAL ISOLATION AND ENERGISATION PERMIT

Before issuing any work permit, it is essential that the equipment / facility to be worked on is electrically safe and electrical power is isolated to the extent necessary for the safe conduct of the authorized work.. Permit for electrical isolation and energisation shall be in triplicate and in two sections with tear off facility. Section-A shall be used for electrical isolation and Section-B for energisation. The original should be in light blue color and copies should have the word "COPY" printed in large letters in light blue colour. Original along with a copy shall be issued to the electrical section for electrical isolation / energisation. Electrical section authorized person on isolation / energisation of the equipment / circuit shall return the original to the issuer keeping copy for record.

### 28.4 SCAFFOLDING FITNESS CERTIFICATE (Not Applicable)

### 28.5 TEMPORARY ELECTRICAL CONNECTION FITNESS CERTIFICATE

For all temporary electrical connections taken by contractor including diesel generating sets, fitness certificate, shall be issued by BPRL site in charge after due checking to his satisfaction.

## 29. FIRST AID AND INDUSTRIAL INJURIES

Contractor shall maintain first aid facilities for its employees and representatives.

- a) Contractor shall make outside arrangements for ambulance or suitable service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to site-in- charge prior to start of work and their telephone numbers shall be prominently posted in Contractor's field office.
- b) All critical industrial injuries shall be reported promptly to BPRL site supervisor and a copy of contractor's report covering each personal injury requiring the attention of physician shall be furnished to BPRL.

## 30. ACCIDENT REPORTING AND CLASSIFICATION

### 30.1 ACCIDENT REPORTING

All employees must be encouraged to report any near miss incident that has or could have caused injury, illness, damage to property, or interruption in work. The reporting of such incident helps in analyzing what went wrong and enables steps to be taken to prevent recurrence. The accident reporting forms the basis for objective investigation of the accident and will bring out essential and contributory factors leading to it. The necessary decisions then can be taken to prevent recurrence in future.

### 30.2 CLASSIFICATION OF ACCIDENTS

Accidents are classified as follows:

a) Near Miss

It is a 'narrow escape' where accident, major loss or injury did not occur. Such incidents must be reported locally and the working conditions leading to it must be investigated.

b) Fatality

A death resulting from work injury is covered under this category irrespective of the intervening time between injury and death.

c) Permanent total disability

Personal injury which incapacitate a person completely and results in termination of employment.

d) Permanent partial Disability

Any injury which results in complete loss or permanent loss of use of any part of body or any permanent impairment of the function of the body.

e) Lost Work-Day Case

Any injury excepting permanent partial disability which renders the injured person unable to perform any regular job on any day after the day of receiving the injury.

f) Restricted work case

After the injury, the injured person cannot perform his normal duties or regular job.

g) Lost work days

The number of calendar days on which the injured person was temporarily unable to work.

h) Restricted Work days

The total number of calendar days from the start of restricted work, by the injured persons, till



he returns to his regular job.

i) Medical treatment cases

The injury requiring medical treatment under order from a physician but does not involve Lost work Days, or restricted workdays.

### 30.3 REPORTING

Contractor shall notify BPRL as under:

- Lost time injuries / Fatality / Injury which may cause total or partial disability to injured etc -immediately.
- Fire and Miscellaneous Events- immediately.
- First Aid injuries-Within a day.

### 31. SAFETY TRAINING

Training is a pro-active measure. The contractor shall engage only those workers who are proficient in their respective jobs. It is responsibility of contractor to impart job knowledge to all workers and supervisors before engaging them for any work. It is also binding to the contractor to depute persons for safety training, if arranged by BPRL.

### 32. DOCUMENTATION

Following documents shall be maintained by contractor at site:

- Safety & Environment Policy
- Safety committee minutes of meeting
  
- Critical machinery/equipment fitness certificate.
- Stock register of Personnel Protective Equipment.
  
- Maintenance registers for major machineries/equipment.
- Accident / incident investigation reports.
- Various work permits.
  
- Earthing test certificates.
- Materials test certificates.
  
- P.F., Contract Labour, ESI registration.
  
- All records & registers as required under Contract Labour (Regulation & Abolition Act) 1970 and
- Building & Other Construction Workers Act 1996.

### 33. ENVIRONMENT PROTECTION

Contractor should ensure that the work carried out by him does not change the quality of air, water & soil at the work site & surrounding areas. Disposal of surplus earth, rubbish, scrap etc. shall be done in Eco-friendly manner. The contractor shall ensure that the greenery is protected to the extent possible while executing the work.

### **34. ENVIRONMENTAL IMPACT MITIGATION MEASURES**

The best way of impact mitigation is to prevent the event occurring. All efforts should be made to locate the developmental activities in an area free of agricultural lands, cyclones, earthquakes, ecologically sensitive, erosion, forests, flooding, human settlements, land slides, natural scenic beauty, water logging. In case this is not feasible, the next step is to look at the raw materials/technologies/processes alternatives which produce least impact i.e. adopting or using processes or technologies which are efficient and produce recyclable wastes/minimum waste/wastes that can be easily disposed, without affecting the environment. However if the developmental activity produce the adverse impact, action has to be taken to mitigate the same. Following are the suggested methods, which shall be taken in to consideration by the contractor to choose right technology for executing the work:

#### **34.1 AIR**

- Attenuation of pollution on pathway or protection of receptor through green belts.
- Particulate removal devices such as : cyclones, setting chambers, scrubbers, electrostatic precipitators, and bag houses.
- Gas removal devices using absorption (liquid as a media), adsorption (molecular sieve), and catalytic converters.
- Uses of protected, controlled environment, such as oxygen masks, Houston Astrodome, etc.
- Control of stationary source emission (including evaporation incineration, absorption, condensation and material substitution)
- Use of masks
- Dilution of odourant (dilution can change the nature as well as strength of an odour)
- Odour counteraction or neutralize (certain pairs of odours in appropriate concentration may neutralize each other)
- Odour masking or blanketing (certain weaker malodours may be suppressed by a considerably stronger good odour)

#### **34.2 NOISE**

- The mitigation measure may include damping, absorption, dissipation and deflection methods. Common technique involve constructing sound enclosures, applying mufflers, mounting noise sources on isolators, and/or using materials with damping properties.

- Performance specifications for noise represent a way to insure the procured item is controlled.
- Ear protective devices should be used. When an individual is exposed to steady noise levels above 85-dB (A), in spite of the efforts made to reduce noise level at the source, hearing conservation measures should be initiated.

### 34.3 WATER

- Conjunctive use of ground/surface water, to prevent flooding/water logging/depletion of water resources. Included are land use pattern, land filling, lagoon/reservoir/garland canal construction and rainwater harvesting and pumping rate.
- Minimize flow variation from the mean flow.
- Segregation of different types of wastes.
- Storing of oil wastes in lagoons should be minimized in order to avoid possible contamination of the ground water system.
- Surface runoff from oil handling areas should be treated for oil separation before discharge into the environment. If oil wastes are combined with sanitary sewage, oil separation will be necessary at the waste water treatment facility.
- All effluents containing acid/alkali/organic/toxic wastes should be processed by treatment methods. The treatment methods may include biological or chemical processes. The oil water separator of appropriate size based on catchment area shall be provided.
- The impact due to suspended solids may be minimized by controlling discharge of wastes that contain suspended solids; this includes sanitary sewage and industrial wastes. Also, all activity that increases erosion or contributes nutrients to water (thus stimulating alga growth) should be minimized.
- Waste-containing radioactivity should be treated separately by means of dewatering procedures and solids or brine should be disposed of with special care.

### 34.4 LAND

- The environmental impact of soil erosion can best be mitigated by removing vegetative cover only from the specific site on which construction is to take place and by disturbing the vegetation in adjacent areas as little as possible. Land clearing activities should be kept to the absolute minimum.
- Disturbing the existing vegetation and natural contour of the land as little as possible can mitigate increases in surface runoff. Vegetation along watercourses should not be cleared indiscriminately. Neither should potholes or swamps be drained unless absolutely necessary for successful completion of the activity.
- Construction activities that result in the soil being laid bare could be scheduled in such a way that some type of vegetative cover appropriate to the site could be established prior

to the onset of intense rain or windstorms. If grass is to be seeded, much of straw will help to protect the soil from less extreme erosive forces until vegetative and root development begins.

- Natural drainage patterns can often be maintained by preparing sodden waterways or installing culverts.
- Steep slopes can be terraced, thereby effectively reducing the length of slope.
- Check dams built near construction sites can reduce the quantity of eroded soil particles reaching free-flowing streams or lakes.
- Use of “floating” foundations and height restrictions in earthquake zones and increased foundation height, wall strength and roof support in areas periodically subject to cyclones can reduce the hazards.
- All forms of temporary structures should be avoided from the flood plain and all permanent structures should be raised to a height above the level which flood waters can be expected to reach once every 100 years (100-year flood).
- Installation of underground drainage structures helps to reduce sediment loads.
- Engineering plans can be drawn to reduce the area of earth cuts on fills below what might otherwise be acceptable, provide physical support for exposed soil or rock faces, concentrate or distribute-as appropriate the weight loading of foundations to areas or state better able to support that weight.
- Use small charges for mining/blasting.
- Restricting the number, frequency and area of movement of heavy machinery.
- Compatibility between adjacent land uses can best be assured by providing a green belt between the proposed activity and nearby properties where any significant degree of incompatibility is likely to result.

### **34.5 ECOLOGY**

- Intruding as little as possible on their habitat can best mitigate the impact of activities on animals. If such animals use the area where the activity will take place, the activity should be concentrated to the maximum extent possible in those parts of the area that they least often frequent.
- During the planning phase of an activity, an attempt should be made to avoid extending into the home range wild animals. If this is not feasible, the activity should be completed, as quickly as possible, and regular and sustained use of the area over time should be minimized.
- Regular or sustained intrusions of men or equipment into nesting areas of birds should be avoided to the maximum possible extent, especially while are being incubated by the

adults and until the young have left the nest. The sanitation cuttings of non-commercial individual trees should destroy no known nests.

- Restricting the input of polluting substances into watercourse, estuaries and the open sea can mitigate impacts upon fish and shellfish populations. Additionally, when a part of the activity involves water level control, changes in such levels should be programmed to be extent, it is possible to do so in a way that will minimally disturb nesting and feeding habitat.

### 35. ENFORCEMENT OF SAFETY REGULATIONS

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the BPRL site supervisor.

*End of Part 6*

**PART 7**

**STANDARD FORMATS**

**PROFORMA OF BANK GUARANTEE**

**(On non-judicial paper of appropriate value)**

**FOR SECURITY DEPOSIT TOWARDS PERFORMANCE**

To

Bharat Petroresources Ltd.

Dear Sirs,

M/s. \_\_\_\_\_ have taken tender for the work \_\_\_\_\_  
CRFQ No./ PO No. \_\_\_\_\_  
\_\_\_\_\_ for Bharat Petroresources Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroresources Ltd. in case of default.

The said \_\_\_\_\_ have approached us and at their request \_\_\_\_\_ and \_\_\_\_\_ in consideration of \_\_\_\_\_ the \_\_\_\_\_ premises we \_\_\_\_\_ having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroresources Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer,

tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said \_\_\_\_\_ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees \_\_\_\_\_ Our guarantees shall remain in force until \_\_\_\_\_ unless a suit or action to enforce a claim under \_\_\_\_\_ Guarantee is filed against us within six months from \_\_\_\_\_ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully

\_\_\_\_\_ Bank by its Constituted Attorney Signature of a person  
duly authorized to sign on behalf of the bank.



**FORM OF CONTRACT**

THIS CONTRACT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_; BETWEEN BHARAT PETRORESOURCES LTD., a Government of Indian Undertaking registered in India under the Indian Companies Act 1956, having its registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400001 and also having its Office at 9<sup>th</sup> Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai-400005 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND \_\_\_\_\_ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of \_\_\_\_\_ a Company's Registered in \_\_\_\_\_ under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to/as collectively referred to as the "CONTRACTOR" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

**WHEREAS**

The OWNER desires to have executed the work of \_\_\_\_\_ more specifically mentioned and described in the contract documents (hereinafter called the "Services" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said Services.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

**ARTICLE - 1  
CONTRACT DOCUMENTS**

1.1 The following documents shall constitute the Contract Documents, namely:

- (a) This Agreement
- (b) 'Letter of Award' of Contract along with 'Schedule of Rates'
- (c) Tender Document and addenda issued thereon, if any

**ARTICLE - 2  
WORK TO BE PERFORMED**

2.1 The CONTRACTOR shall perform the said Services upon the terms & conditions and within the time specified in the Contract Documents.

**ARTICLE - 3  
COMPENSATION**

3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract Documents upon

the satisfactory completion of the Services and/or otherwise as may be specified in the Contract Documents.

**ARTICLE - 4  
JURISDICTION**

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Mumbai (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

**ARTICLE - 5  
ENTIRE CONTRACT**

5.1 The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Services are hereby cancelled.

**ARTICLE - 6  
NOTICES**

6.1 Subject to any provisions of the Contract Documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at ..... or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.

**ARTICLE-7  
WAIVER**

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by

the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**ARTICLE-8  
NON-ASSIGNABILITY**

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of  
BHARAT PETRO RESOURCES LTD.

For and on behalf of  
(CONTRACTOR)

by.....  
In the presence of:  
(This day of \_\_\_\_\_ 2017)

by.....  
In the presence of:

- 1.
- 2.

- 1.
- 2.

**PROFORMA OF UNDERTAKING  
(for Non- Liquidation)**

To,  
Bharat Petroresources Ltd.  
9th Floor, E Wing, Maker Tower,  
Cuffe Parade, Mumbai-400005

Date:

**Sub:** Declaration for not being under liquidation, court receivership or similar proceedings

We herewith declare that we are not under liquidation, court receivership or similar proceedings.

At a later date, if it is found by BPRL that we have submitted false declaration, our offer will be liable to be rejected.

For .....  
(Sign and Stamp)

**PROFORMA OF UNDERTAKING  
(for Not being holiday listed)**

To,  
Bharat Petroresources Ltd.  
9th Floor, E Wing, Maker Tower,  
Cuffe Parade, Mumbai-400005

Date:

**Sub:** Declaration for not being holiday listed

We herewith declare that we are not currently serving any Holiday listing orders issued by Bharat PetroResources Ltd. (BPRL) or Ministry of Petroleum & Natural Gas (MOPNG), Govt. of India, debarring us from carrying on business dealings with the BPRL/MOPNG, or serving a banning order by another Oil PSE.

For .....  
(Sign and Stamp)

End of Part 7